

# Mitchel Enterprises Corp

2529 E 150 N  
Bluffton, IN 46714  
Phone: (260) 353-1050

## Invoice

Invoice Number:  
**31769**  
Invoice Date:  
**Apr 28, 2010**  
Page:  
**1**

**Sold To:** UNTDPET23

UNITED PET  
PO BOX 250  
OSCEOLA, IN 46561

**Ship To:**

\*FRT-PoultMI-Wapakoneta, Oh-Osc

574-674-5981

Customer ID		Customer PO	Payment Terms	
UNTDPET23		LT	Net 10 Days	
Sales Rep ID		Shipping	Ship Date	Due
IN		TRK/MARK	Apr 19, 2010	May 8, 2010
Quantity	Item	Description	Unit Price	Extension
19.74	FRT	FREIGHT: POULTRY MEAL G. A. WINTZER, Wapakoneta, Oh LD#86284 TKT370072 39,480# to UNITED PET	\$16.50	\$325.71
1.00	FRT	21% FUEL SURCHARGE	\$68.40	\$68.40

pd 5-13-10  
# 56316

O - C.

..... 394.11 0 +  
2,713.02 +  
500.93 +  
3,608.06 \*

**Check No:**

<b>Total Invoice Amount</b>	<b>\$394.11</b>
<b>Payment Received</b>	<b>0.00</b>
<b>TOTAL</b>	<b>\$394.11</b>

A finance charge equal to 1 1/2 % per month (18% APR) will be charged on all invoices more than 30 days past due.

UPF001698

## Shipper's No.

Carrier MITCHEL ENTERPRISES - BLUFFTON, IN. JCA#

Carrier's No.

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request and all applicable state and federal regulations.

at \_\_\_\_\_ date 4-19-10 from \_\_\_\_\_

at \_\_\_\_\_, date 4-19-10 from \_\_\_\_\_

The Property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the consignor) agrees to carry to delivery at said destination, at its option, or to deliver to another carrier on the route to said destination. It is mutually agreed to each carrier of said or any Property over which any portion of said route to destination and as to each party at any time interested in said or any of said Property that every service to be performed hereunder shall be subject to all the conditions, not printed by law, whether partial or in whole, herein contained, including the conditions on the back hereof, which are hereby agreed to by the Shipper and Accepted for Forward and his agents.

TO: *UNITED* *PET*  
 Consignee  
 Street  
 Destination *EUKHARE* *IN* Zip

FROM: SA. WINTZER  
Shipper  
Street  
Origin WADSWORTH OH Zip

Route

Delivering Carrier

Vehicle Number 706-995

U.S. DOT Hazard  
Gas Flammable

[illegible]

Remit COD to:

Address:

City:

State:

Zip:

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

COD AMT:

COD FEE:	
----------	--

Prepaid ☐Collect ☐ \$

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ Per \_\_\_\_\_

(Signature of Contractor)

**TOTAL CHARGES:**

Collect <input type="checkbox"/> \$
FREIGHT CHARGES:

☐ Prepaid      ☐ Collect

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14705(c)(1)(A) and (B).

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per \_\_\_\_\_

SHIPPER:

CARRIER:

MITCHEL ENTERPRISES

PER:

DATE:

PER:

DATE:

EMERGENCY RESPONSE  
TELEPHONE NUMBER: ( )

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.504).

10-BLS-A3 489  
(Rev. 1/07)

## TERMS AND CONDITIONS

By giving the carrier the property described in this bill of lading (the "Property"), you agree to all of the terms of this bill of lading.

### Section 1 Limitations of Liability

- (a) The carrier or party in possession of the Property shall be liable as at common law for any loss of or damage to such Property, except as hereinafter provided.
- (b) The carrier shall not be liable for loss of, damage to or delay in delivery of the Property:
  - (1) caused by an act of God, the public enemy, the authority of law, or any act or default by you and/or the owner of the Property, or for natural shrinkage.
  - (2) occurring while the Property is stopped and held in transit at your request or that of any other party entitled to make such request.
  - (3) resulting from a defect or vice in the Property, or from riots or strikes.
- (c) To the extent permitted under the Carmack Amendment, the liability of the carrier for the Property may be limited to a value established by written or electronic declaration by you or by written agreement between the carrier and you. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

### Section 2 Filing of Claims

- (a) Claims against the carrier for loss of or damage to the Property must be filed in writing with the carrier issuing this bill of lading within nine months after delivery of the Property for, in case of export traffic, within nine months after delivery of part of export or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. All causes of action must be instituted within two years following the date when written notice is given by the carrier to you that the carrier has disallowed the claim or any part or parts thereof specified in the notice. If your claim or action is not filed or instituted properly in accordance with the foregoing provisions, the carrier shall not be liable, and such claims may not be paid.
- (b) The carrier shall have the full benefit of any insurance that may have been effected upon or on account of the Property in the event that the carrier is liable for loss of or damage to the Property.

### Section 3 Method of Transportation

Except as expressly agreed in writing by the parties to this bill of lading, the carrier is not bound to transport the Property by any particular motor vehicle, or in time for any particular market or otherwise than with reasonable dispatch. The carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination.

### Section 4 Responsibility for Property

- (a) If the Property is not removed by the party entitled to receive it within the free time allowed by tariffs or classifications upon which the rate is based, (such free time to be computed as herein provided), the carrier may notify the receiving party of the arrival of the Property at the destination or at the port of export (if intended for export). The carrier, in its discretion, may store the Property in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner. The stored Property will be subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. The carrier's responsibility shall be that of a warehouseman only.
- (b) Except as provided in subparagraph 4(a) below, if the Property is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the Property at public auction to the highest bidder, at such place as may be designated by the carrier. Prior to any such sale, the carrier shall use commercially reasonable efforts to notify you that the Property has been refused or remains undelivered, as the case may be, and that it will be subject to sale under the terms of this bill of lading if you do not arrange for an alternative disposition.

- (c) If the Property is perishable and is refused by the consignee or party entitled to receive it at the destination location, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier, may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Prior to selling the Property, the carrier shall use commercially reasonable efforts to notify you of the refusal of the Property or the failure to receive it, and request instructions regarding disposition of the Property.
- (d) If the procedure described in subsection (b) and (c) is not commercially reasonable, the carrier may, at its option, sell the Property under such circumstances and in such manner as may be authorized by law.
- (e) The carrier shall apply the proceeds of any sale made under this section to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property. If proper care of the same requires special expense, if following payment of the preceding there is a balance, such balance shall be paid to the owner of the Property sold hereunder.
- (f) If you direct the carrier to deliver the Property to a location where there is no regularly appointed freight agent, the carrier shall not be liable for any loss or damage to Property occurring at such location after the Property has been unloaded at such location.

### Section 5 Valuable Items

- (a) The carrier's liability in connection with the Property is limited to the lesser of the amount of your actual damages or the declared value stipulated by the carrier on the face of this bill of lading plus any freight charges paid by you.
- (b) The carrier shall not be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

### Section 6 Joint Liability for Hazardous Goods

You, and if you are an agent, any owner of the Property, shall be joint and severally liable for and indemnify the carrier against all loss or damage caused by the shipment of explosives, dangerous or hazardous goods, without giving prior written notice to the carrier of their nature. At the discretion of the carrier, any such goods may be warehoused at your and the owner's risk and expense or destroyed without compensation.

### Section 7 Freight Charges and Payment

- (a) You are primarily responsible for the freight and all other lawful charges, unless you stipulate in writing in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier makes delivery without requiring such payment. If you provide erroneous information that results in the shipment being reclassified or diverted to a location other than the location identified in the original bill of lading, you shall be liable for such additional charges. The respective liability of you and the consignee for additional charges provided for herein shall be pursuant to 49 U.S.C. § 13708.
- (b) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of charges at time of shipment. If upon inspection the carrier determines that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

### Section 8 Effect of Shipper Signature

If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

### Section 9 Transport by Water

If all or any part of the Property is carried by water over any part of said route, and any loss of or damage to the Property occurs while it is in the custody of the carrier providing the water carriage, the liability of such carrier shall be determined by that carrier's bill of lading and by the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all of the terms and provisions of, and all the exemptions from liability contained in the Harter Act or the Carriage of Goods By Sea Act, as applicable.

Phone 419-739-4900 or 800-331-1801

**G. A. WINTZER & SON CO.**  
WAPAKONETA, OHIO 45895

DELIVERY

Weight Ticket No. 72372

Date 4-16-10

Name United Pest

Driver ☐ ON ☒ OFF Scale

Commodity Poultry Meal

Contract No. \_\_\_\_\_ P.O. No. \_\_\_\_\_

Factory Ticket No. 86284

Hauled By Mitchel

Truck/Trailer No. 706-998  
215-1245646

Gross Weighed By Carl A WEIGHMASTER

Tare Weighed By BB/AS WEIGHMASTER

1000.0 Scale 42 lbs/1000 lbs

Net 39460 lb

7000.0 Scale 42 lbs/1000 lbs

Net 5580 lb

Net 39460 lb

Net 39460 lb

*Jeff h*



must be legibly filled in, in ink, in indelible pencil, or in Carbon, and retained by the Agent

Carrier's No.

Carrier's No.

[illegible]

FROM: SA WINTZER  
Shipper  
Street  
Origin WABAKEN OH Zip

Delivering Carrier

Vehicle Number: 706 98F

U.S. DOT Hazard:  
Exp. Hazard

Remit COD to:		Subject to Section 7 of conditions, & this shipment is to be delivered to the consignee without recourse to the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.		COD AMT: \$		COD FEE: Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> \$	
Address:				TOTAL CHARGES: \$		FREIGHT CHARGES: <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect	
City:		State:		Zip:			
NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ Per (Signature of Consignor)							
NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).							
This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. P#							
SHIPPER:		CARRIER:		MITCHEL ENTERPRISES			
PER:		DATE:		PER:		DATE:	
EMERGENCY RESPONSE TELEPHONE NUMBER: ( )				Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.504).			

10-BLS-A3 489  
(Rev. 1/07)

2

 Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

## TERMS AND CONDITIONS

By giving the carrier the property described in this bill of lading (the "Property"), you agree to all of the terms of this bill of lading.

### Section 1 Limitations of Liability

- (a) The carrier or party in possession of the Property shall be liable as at common law for any loss of or damage to such Property, except as hereinafter provided.
- (b) The carrier shall not be liable for loss of, damage to or delay in delivery of the Property:
  - (i) caused by an act of God, the public enemy, the authority of law, or any act or default by you and/or the owner of the Property, or for natural shrinkage.
  - (ii) occurring while the Property is stopped and held in transit at your request or that of any other party entitled to make such request.
  - (iii) resulting from a defect or vice in the Property, or from riots or strikes.
- (c) To the extent permitted under the Carmack Amendment, the liability of the carrier for the Property may be limited to a value established by written or electronic declaration by you or by written agreement between the carrier and you. In all cases not prohibited by law, where a lower value than actual value has been re-estimated in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

### Section 2 Filing of Claims

- (a) Claims against the carrier for loss of or damage to the Property must be filed in writing with the carrier testing this bill of lading within nine months after delivery of the Property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. All causes of action must be instituted within two years following the date when written notice is given by the carrier to you that the carrier has disallowed the claim or any part or parts thereof specified in the notice. If your claim or action is not filed or instituted properly in accordance with the foregoing provisions, the carrier shall not be liable, and such claims may not be paid.
- (b) The carrier shall have the full benefit of any insurance that may have been effected upon or on account of the Property in the event that the carrier is liable for loss of or damage to the Property.

### Section 3 Method of Transportation

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### Section 4 Responsibility for Property

- (a) If the Property is not removed by the party entitled to receive it within the free time allowed by tariffs or classifications upon which the rate is based, (such free time to be computed as therein provided), the carrier may notify the receiving party of the arrival of the Property at the destination or at the port of export (if intended for export). The carrier, in its discretion, may store the Property in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner. The stored Property will be subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. The carrier's responsibility shall be that of a warehouseman only.
- (b) Except as provided in subparagraph d(c) below, if the Property is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the Property at public auction to the highest bidder, at such place as may be designated by the carrier. Prior to any such sale, the carrier shall use commercially reasonable efforts to notify you that the Property has been refused or remains undelivered, as the case may be, and that it will be subject to sale under the terms of the bill of lading if you do not arrange for an alternative disposition.

- (c) If the Property is perishable and is refused by the consignee or party entitled to receive it at the destination location, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier, may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Prior to selling the Property, the carrier shall use commercially reasonable efforts to notify you of the refusal of the Property or the failure to receive it, and request instructions regarding disposition of the Property.
- (d) If the procedure described in subsection (b) and (c) is not commercially reasonable, the carrier may, at its option, sell the Property under such circumstances and in such manner as may be authorized by law.
- (e) The carrier shall apply the proceeds of any sale made under this section to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense. If following payment of the proceeds there is a balance, such balance shall be paid to the owner of the Property sold hereunder.
- (f) If you direct the carrier to deliver the Property to a location where there is no regularly appointed freight agent, the carrier shall not be liable for any loss or damage to Property occurring at such location after the Property has been unloaded at such location.

### Section 5 Valuable Items

- (a) The carrier's liability in connection with the Property is limited to the lesser of the amount of your actual damages or the declared value stipulated by the carrier on the face of this bill of lading plus any freight charges paid by you.
- (b) The carrier shall not be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

### Section 6 Joint Liability for Hazardous Goods

You, and if you are an agent, any owner of the Property, shall be joint and severally liable for and indemnify the carrier against all loss or damage caused by the shipment of explosives, dangerous or hazardous goods, without giving prior written notice to the carrier of their nature. At the discretion of the carrier, any such goods may be warehoused at your and the owner's risk and expense or destroyed without compensation.

### Section 7 Freight Charges and Payment

- (a) You are primarily responsible for the freight and all other lawful charges, unless you stipulate in writing in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier makes delivery without requiring such payment. If you provide erroneous information that results in the shipment being reclassified or diverted to a location other than the location identified in the original bill of lading, you shall be liable for such additional charges. The respective liability of you and the consignee for additional charges provided for herein shall be pursuant to 49 U.S.C. § 13706.
- (b) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of charges at time of shipment. If upon inspection the carrier determines that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

### Section 8 Effect of Shipper Signature

If this bill of lading is issued on the order of the shipper, or his agent, in exchange for or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, (in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

### Section 9 Transport by Water

If all or any part of the Property is carried by water over any part of said route, and any loss of or damage to the Property occurs while it is in the custody of the carrier providing the water carriage, the liability of such carrier shall be determined by that carrier's bill of lading and by the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all of the terms and provisions of, and all the exemptions from liability contained in the Harter Act or the Carriage of Goods By Sea Act, as applicable.

# Mitchel Enterprises Corp

2529 E 150 N  
Bluffton, IN 46714  
Phone: (260) 353-1050

**Invoice**  
Invoice Number:  
**31688**  
Invoice Date:  
**Apr 22, 2010**  
Page:  
**1**

**Sold To:** UNTDPET23

UNITED PET  
PO BOX 250  
OSCEOLA, IN 46561

**Ship To:**

705--OSCEOLA, IN

574-674-5981

Customer ID		Customer PO		Payment Terms	
UNTDPET23		XXX		Net 10 Days	
Sales Rep ID		Shipping		Ship Date	Due
IN		TRK/GERRY		Apr 21, 2010	May 2, 2010
Quantity	Item	Description		Unit Price	Extension
878.00	705	WHEAT SCREENINGS S2,680# 4/21/10 BOARD CLOSE \$4.80 PURCHASE PRICE: \$1.71 UNDER CBOT NET PRICE: \$3.09 <i>26.34</i>		\$3.09	\$2713.02

**Check No:**

<b>Total Invoice Amount</b>	<b>\$2,713.02</b>
<b>Payment Received</b>	<b>0.00</b>
<b>TOTAL</b>	<b>\$2,713.02</b>

A finance charge equal to 1 1/2 % per month (18% APR) will be charged on all invoices more than 30 days past due.

UPF001704

## THIS SHIPPING ORDER

Means no registry need in, in ink, in indelible pencil, or in  
Carbon, and retained by the Agent

Shipper's No. \_\_\_\_\_

Carrier MITCHEL ENTERPRISES - BLUFFTON, IN SCAC \_\_\_\_\_

Carrier's No. \_\_\_\_\_

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request and all applicable state and federal regulations:

at \_\_\_\_\_, date 04-16-10 from \_\_\_\_\_

The Property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), received, consigned, and delivered as indicated herein which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to delivery at said destination, if on its route, or to deliver to another carrier on its route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route in destination and as to each party at any time interested in said property that every carrier to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO:  
Consignee  
Street  
Destination

UNITED P.L. + CARB  
SCOLA INC  
Zip \_\_\_\_\_

FROM:  
Shipper  
Street  
Origin

KNAAPP  
Augusta, GA  
Zip \_\_\_\_\_

Route

LAST LOAD - HIGHWAYDelivering Carrier SCHLEMMER FARMSVehicle Number 1045F26

U.S. DOT (Format: \_\_\_\_\_)

Number and Type of Packages	HM	Description of Articles	Total Quantity (Units)	Weight (Pounds)	Class of Rate
<u>1/2</u>		<u>WHEAT SCREENINGS</u>	<u>26.34</u>	<u>52,680</u>	

Remit COD to:

Address:

City:

State:

Zip:

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ Per \_\_\_\_\_

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per \_\_\_\_\_

SHIPPER:

CARRIER:

MITCHEL ENTERPRISES 800-525-4202

PER:

DATE:

PER:

DATE:

EMERGENCY RESPONSE

TELEPHONE NUMBER: ( ) \_\_\_\_\_

Monitored at all times the Hazardous Material is in transportation including storage incident to transportation (172.604).

10-BLS-A3 489  
(Rev. 1/07)

2

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

**KNAPPEN MILLING COMPANY**

Augusta, Michigan 49012

DATE 4/15/5

CUSTOMERS NAME Mitchell

ADDRESS \_\_\_\_\_

COMMODITY Scrap metal

TRAILER NO. \_\_\_\_\_

P.O. NO. \_\_\_\_\_

RELEASE NO. \_\_\_\_\_

LOAD NO. \_\_\_\_\_

CARRIER 16

WEIGHER \_\_\_\_\_

TIME IN \_\_\_\_\_

TIME OUT \_\_\_\_\_

UPF001706

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Truck ID 685  
Gross Wt: 27800 lb  
Tare Weight: 00 lb  
Net Weight: 27800 lb

16 Apr 2010 08:01:16

(Uniform Domestic Straight Bill of Lading, adopted by Carriers in Official, Southern and Western Classification territories, March 15, 1922, as amended August 1, 1930 and June 15, 1941.)

# Short Form STRAIGHT BILL OF LADING

(Prescribed by the Interstate Commerce Commission)

Shipper's No. 13006

Agent's No. \_\_\_\_\_

## ORIGINAL - NOT NEGOTIABLE

Name of Carrier: Schlemmer

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

AT AUGUSTA, MICH. 04/15/10 FROM KNAPPEN MILLING COMPANY

The property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout the contract as meaning any person or corporation in possession of the property under contract) agrees to carry to its usual place of delivery at said destination, if on its own route or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or Street Address of Consignee - For Purposes of Notification Only)

Consigned to: Mitchel Enterprises Corp.

2529 E. 150 N

Destination: Bluffton, IN 46714

Delivering Carrier: Schlemmer

Car of Veh. Initial: \_\_\_\_\_

No.: \_\_\_\_\_

QTY.	UNIT OF MEASURE	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	WEIGHT
	Truckload	Wheat Screenings	52,680
To Arrive			
Contract #:			
PO	LOT	SEAL	

Subject to Section 7 of conditions. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

\_\_\_\_\_  
(Signature of Consignor.)

If charges are to be prepaid, write or stamp here, "To Be Prepaid."

**Customer Pick Up**

This shipment is correctly described

Correct weight is \_\_\_\_\_ lbs.

Subject to verification by  
Merchants Dispatch Transportation Corporation  
Division of Weighing and Inspections  
According to Agreement No. 387

Received \$ \_\_\_\_\_  
to apply in prepayment of the charges on the property described hereon.

\_\_\_\_\_  
Agent or Cashier

Per \_\_\_\_\_  
(The signature here acknowledge only the amount prepaid)

Charges Advanced: \$ \_\_\_\_\_

**C.O.D. SHIPMENT**

C.O.D. Amt. \_\_\_\_\_

Collection Fee \_\_\_\_\_

Total Charges \_\_\_\_\_

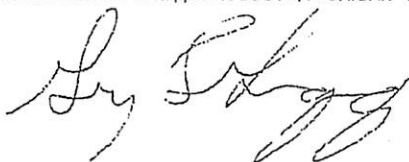
"If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is 'carrier's or shipper's weight.'"  
Note - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_

KNAPPEN MILLING COMPANY, Shipper Schlemmer Agent

Per: Judi

Per: \_\_\_\_\_

Permanent post-office address of shipper AUGUSTA, MICHIGAN 49012



UPF001708

**Mitchel Enterprises Corp**

2529 E 150 N  
Bluffton, IN 46714  
Phone: (260) 353-1050

**Invoice**

Invoice Number:  
**31653**  
Invoice Date:  
**Apr 20, 2010**  
Page:  
**1**

**Sold To:** UNTDPET23

UNITED PET  
PO BOX 250  
OSCEOLA, IN 46561

**Ship To:**

\*FRT-PoultMl-Wapakoneta,Oh-Osc

574-674-5981

Customer ID		Customer PO		Payment Terms	
UNTDPET23		LT		Net 10 Days	
Sales Rep ID		Shipping		Ship Date	Due
IN		TRK/MIKE		Apr 14, 2010	Apr 30, 2010
Quantity	Item	Description		Unit Price	Extension
25.09	FRT	FREIGHT: POULTRY MEAL G. A. WINTZER, Wapakoneta, Oh LD#C86252 TKT#70033 50,180# to UNITED PET		\$16.50	\$413.99
1.00	FRT	21% FUEL SURCHARGE		\$86.94	\$86.94

**Check No:**

<b>Total Invoice Amount</b>	<b>\$500.93</b>
<b>Payment Received</b>	<b>0.00</b>
<b>TOTAL</b>	<b>\$500.93</b>

A finance charge equal to 1 1/2 % per month (18% APR) will be charged on all invoices more than 30 days past due.

UPF001709



## STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

Shipper's No. 70033

Carrier MITCHEL ENTERPRISES - BLUFFTON, IN SCAC

Carrier's No.

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request; and all applicable state and federal regulations;

at \_\_\_\_\_, date 9-14-10 from \_\_\_\_\_

[illegible]

TO: *United Pet Food*  
Consignee  
Street *Elkhart IN*  
Destination Zip

FROM: G.A. Wintzen & Son Co  
Shipper  
Street Wapakoneta OH  
Origin Zip

Route

Delivering Carrier *Mike Hoos Trucking*

Vehicle Number 2. -108

U.S. DOT Hazard  
Reg. Number

Number and Type of Packages	FIM	Description of Articles	Total Quantity (Last column only)	Weight (Subject to Correction)	Class or Rate
176		Poultry meat		50, 120	
		[Signature]			
		Last load - Middle			

Remit COD to:

Address:

City:

State:

Zip:

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

COD AMT:

—\$—

COD FEE:	
----------	--

Prepaid ☐Collect ☐

TOTAL CHARGES:

\$

FREIGHT CHARGES:	
------------------	--

☐ Prepaid

---

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ Per \_\_\_\_\_

(Signature of Condonor)

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per \_\_\_\_\_

SHIPPER:

CARRIER: MITCHEL/ENTERPRISES

PER:

DATE: \_\_\_\_\_

PER:

DATE:

EMERGENCY RESPONSE  
TELEPHONE NUMBER:

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

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(Rev. 1/07)

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UPF001710

## TERMS AND CONDITIONS

By giving the carrier the property described in this bill of lading (the "Property"), you agree to all of the terms of this bill of lading.

### Section 1 Limitations of Liability

- (a) The carrier or party in possession of the Property shall be liable as at common law for any loss of or damage to such Property, except as hereinafter provided.
- (b) The carrier shall not be liable for loss of, damage to or delay in delivery of the Property:
  - (i) caused by an act of God, the public enemy, the authority of law, or any act or default by you and/or the owner of the Property, or for natural shrinkage.
  - (ii) occurring while the Property is stopped and held in transit at your request or that of any other party entitled to make such request.
  - (iii) resulting from a defect or vice in the Property, or from riots or strikes.
- (c) To the extent permitted under the Carriage Amendment, the liability of the carrier for the Property may be limited to a value established by written or electronic declaration by you or by written agreement between the carrier and you. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges (if paid) shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

### Section 2 Filing of Claims

- (a) Claims against the carrier for loss of or damage to the Property must be filed in writing with the carrier (issuing this bill of lading) within nine months after delivery of the Property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. All causes of action must be instituted within two years following the date when written notice is given by the carrier to you that the carrier has disavowed the claim or any part or parts thereof specified in the notice. If your claim or action is not filed or instituted properly in accordance with the foregoing provisions, the carrier shall not be liable, and such claims may not be paid.
- (b) The carrier shall have the full benefit of any insurance that may have been effected upon or on account of the Property in the event that the carrier is liable for loss of or damage to the Property.

### Section 3 Method of Transportation

Except as expressly agreed in writing by the parties to this bill of lading, the carrier is not bound to transport the Property by any particular motor vehicle, or in time for any particular market or otherwise than with reasonable dispatch. The carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination.

### Section 4 Responsibility for Property

- (a) If the Property is not removed by the party entitled to receive it within the free time allowed by tariffs or classifications upon which the rate is based, (such free time to be computed as therein provided), the carrier may notify the receiving party of the arrival of the Property at the destination or at the port of export (if intended for export). The carrier, in its discretion, may store the Property in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner. The stored Property will be subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. The carrier's responsibility shall be that of a warehouseman only.
- (b) Except as provided in subparagraph 4(c) below, if the Property is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the Property at public auction to the highest bidder, at such place as may be designated by the carrier. Prior to any such sale, the carrier shall use commercially reasonable efforts to notify you that the Property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if you do not arrange for an alternative disposition.

- (2) If the Property is perishable and is refused by the consignee or party entitled to receive it at the destination location, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Prior to selling the Property, the carrier shall use commercially reasonable efforts to notify you of the refusal of the Property or the failure to receive it, and request instructions regarding disposition of the Property.
- (d) If the procedure described in subsection (b) and (c) is not commercially reasonable, the carrier may, at its option, sell the Property under such circumstances and in such manner as may be authorized by law.
- (e) The carrier shall apply the proceeds of any sale made under this section to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expenses and of caring for and maintaining the Property; if proper care of the same requires special expense, if following payment of the preceding there is a balance, such balance shall be paid to the owner of the Property sold hereunder.
- (f) If you direct the carrier to deliver the Property to a location where there is no regularly appointed freight agent, the carrier shall not be liable for any loss or damage to Property occurring at such location after the Property has been unloaded at such location.

### Section 5 Valuable Items

- (a) The carrier's liability in connection with the Property is limited to the lesser of the amount of your actual damages or the declared value stipulated by the carrier on the face of this bill of lading plus any freight charges paid by you.
- (b) The carrier shall not be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically noted in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

### Section 6 Joint Liability for Hazardous Goods

You, and if you are an agent, any owner of the Property, shall be joint and severally liable to and indemnify the carrier against all loss or damage caused by the shipment of explosives, dangerous or hazardous goods, without giving prior written notice to the carrier of their nature. At the discretion of the carrier, any such goods may be warehoused at your and the owner's risk and expense or destroyed without compensation.

### Section 7 Freight Charges and Payment

- (a) You are primarily responsible for the freight and all other lawful charges, unless you stipulate in writing in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier makes delivery without requiring such payment. If you provide erroneous information that results in the shipment being reconsignee or diverted to a location other than the location identified in the original bill of lading, you shall be liable for such additional charges. The respective liability of you and the consignee for additional charges provided for herein shall be pursuant to 49 U.S.C. § 13709.
- (b) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of charges at time of shipment. If upon inspection the carrier determines that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

### Section 8 Effect of Shipper Signature

If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

### Section 9 Transport by Water

If all or any part of the Property is carried by water over any part of said route, and any loss of or damage to the Property occurs while it is in the custody of the carrier providing the water carriage, the liability of such carrier shall be determined by that carrier's bill of lading and by the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all of the terms and provisions of, and all the exemptions from liability contained in the Harter Act or the Carriage of Goods By Sea Act, as applicable.

**G. A. WINTZER & SON CO., INC.**  
WAPAKONETA, OHIO 45895

Weight Ticket No. 77933

2106	Grain 30 900.1 0.0 0.0 0.0
2107	29740 n. 1.11101
2108	Grain 40 900.1 0.0 0.0 0.0
2109	79220 n.
2110	79990 n. 1.0.0.1
2111	50186 p

Driver      ON      OFF      Scale

Commodity \_\_\_\_\_

Contract No. \_\_\_\_\_ P.O. No. \_\_\_\_\_

Factory Ticket No. \_\_\_\_\_

Hunted By \_\_\_\_\_

Truck/Trailer No. 2-108

Gross Weighed By 1.07 10/12

Tom Malsbary WIGHTMAN

## THIS SHIPPING ORDER

must be legibly filled in, in ink, in indelible pencil, or in  
Carbon, and retained by the AgentShipper's No. 70033Carrier MITCHEL ENTERPRISES - BLUFFTON, IN SCAC \_\_\_\_\_

Carrier's No. \_\_\_\_\_

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request; and all applicable state and federal regulations;

at

date 4-14-12

from \_\_\_\_\_

The Property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, conditioned, and destined as indicated below which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to delivery at said destination, if on its own, or otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said Property over all or any portion of said route to destination and as to each party at any time interested in all or any of said Property that every service to be performed hereunder shall be subject to as the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by this shipper and accepted for himself and his assigns.

TO:  
Consignee United Pet Food  
Street  
Destination Elkhart IN Zip \_\_\_\_\_FROM: G.A. Wintzer & Son Co  
Shipper  
Street  
Origin Wapakoneta OH Zip \_\_\_\_\_

Route \_\_\_\_\_

Delivering Carrier \_\_\_\_\_

Vehicle  
Number \_\_\_\_\_U.S. DOT Hazard  
Res. Number \_\_\_\_\_

Number and Type of Packages	Description of Articles	Total Quantity (mass, volume, or weight)	Weight (mass, volume, or weight)	Class or Rate
<u>1/2</u>	<u>Poultry meat</u>		<u>50,130</u>	
	<u>last load middle</u>			

Remit COD to:

Address:

City:

State:

Zip:

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ Per \_\_\_\_\_

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per \_\_\_\_\_

SHIPPER:

CARRIER:

MITCHEL ENTERPRISES

PER:

DATE:

PER:

Mike Adams

DATE:

EMERGENCY RESPONSE

TELEPHONE NUMBER: ( ) \_\_\_\_\_

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

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(Rev. 1/07)

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Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

UPF001713

# Mitchel Enterprises Corp

2529 E 150 N  
Bluffton, IN 46714  
Phone: (260) 353-1050

## Invoice

Invoice Number:  
**31933**  
Invoice Date:  
**May 7, 2010**  
Page:  
**1**

Sold To: UNTDPET23  
UNITED PET  
PO BOX 250  
OSCEOLA, IN 46561

Ship To:  
705---

574-674-5981

Customer ID		Customer PO		Payment Terms	
UNIDPET23		xxx		Net 10 Days	
Sales Rep ID		Shipping		Ship Date	Due
IN		TRK/AIRGOOD		Apr 30, 2010	May 17, 2010
Quantity	Item	Description		Unit Price	Extension
847.67	705	WHEAT SCREENINGS		\$3.21	\$2721.02
		50,860# 4/30/10			
		PRICE BASIS \$1.71 UNDER CBOT			
		CBOT=\$4.92			
<p>pa 5-20-10 # 56340</p> <p>*****0 2,721.02 + 3,503.13 = 3,223.15</p>					

Check No:

Total Invoice Amount	\$2,721.02
Payment Received	0.00
<b>TOTAL</b>	<b>\$2,721.02</b>

A finance charge equal to 1 1/2 % per month (18% APR) will be charged on all invoices more than 30 days past due.

UPF001714

Carbon, and retained by the Agent.

Shipper's No. 2210Carrier's Name: Airgood Trucking, Inc.

Carrier's No. \_\_\_\_\_

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

al \_\_\_\_\_ (Date) 4/30/10 FROM Mitchel Enterprises Corp.

the property described below, in apparent good order, except as noted (condition and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understood to mean an individual, partnership, firm, corporation, or other legal entity) agrees to carry to its usual place of delivery at this destination, if on its own railroad, water line, highway route or route, or within the territory of its highway operations, subject to delivery to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party to any time interest in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a bill of lading shipped, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of said shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address for purposes of notification only)

Consigned TO United Pet

On Collect on Delivery Shipments, the letters "C.O.D." must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

-Destination \_\_\_\_\_ Street Elkhart City \_\_\_\_\_County Indiana State \_\_\_\_\_ Zip \_\_\_\_\_

Route \_\_\_\_\_ Delivery Address\* \_\_\_\_\_

(To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier \_\_\_\_\_ Car or Vehicle Initials and No. \_\_\_\_\_

Collect on Delivery \$ \_\_\_\_\_ And Remit to \_\_\_\_\_

No. Packages	H.M.	Kind of Package, Description of Articles, Special Marks, and Exceptions	Weight (Subject to Correction)	Class or Rate	Check Columns
		Wheat	77120		
			26260		
			50860		

\*If the shipment moves between two parts by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.  
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignee)

C. O. D. Changes to be

Paid by

☐ Shipper ☐ Consignee

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ \_\_\_\_\_ to apply in payment of the charges on the property described herein.

Agent or Cashier

For \_\_\_\_\_ (The signature here acknowledges only the amount prepaid.)

Charges Advanced:

\$ \_\_\_\_\_

1 The first conditions cited for this shipment conform to the specifications set forth in the last carrier's conditions thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 2 of the National Motor Freight Classification.  
Shipper's Import is free of stamp, not a part of bill of lading approved by the Interstate Commerce Commission.

Mitchel Enterprises Corp. Shipper, Per \_\_\_\_\_

Permanent post-office address of shipper, \_\_\_\_\_

Elkhart, IN

13

Agent must detach and retain this Shipping Order and must sign this Original Bill of Lading.

2

# Mitchel Enterprises Corp

2529 E 150 N  
Bluffton, IN 46714  
Phone: (260) 353-1050

## Invoice

Invoice Number:

31874

Invoice Date:

May 5, 2010

Page:

1

Sold To: UNTDPET23

UNITED PET  
PO BOX 250  
OSCEOLA, IN 46561

Ship To:

\*FRT-PoultMl-Wapakoneta,Oh-Osc

574-674-5981

Customer ID		Customer PO	Payment Terms	
UNTDPET23		LT	Net 10 Days	
Sales Rep ID	Shipping		Ship Date	Due
IN	TRK/JOES		Apr 29, 2010	May 15, 2010
Quantity	Item	Description	Unit Price	Extension
25.15	FRT	FREIGHT: POULTRY MEAL G. A. WINTZER, Wapakoneta, Oh LD#86387 TKT#70669 50,300# to UNITED PET	\$16.50	\$414.98
1.00	FRT	21% FUEL SURCHARGE	\$87.15	\$87.15

Check No:

Total Invoice Amount \$502.13

Payment Received 0.00

TOTAL \$502.13

A finance charge equal to 1 1/2 % per month (18% APR) will be charged on all invoices more than 30 days past due.

UPF001716

## STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

Shipper's No. 8Carrier MITCHEL ENTERPRISES - BLUFFTON, IN SCACCarrier's No. TRL# 509

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request; and all applicable state and federal regulations;

at \_\_\_\_\_, date 4-29-10 from \_\_\_\_\_

The Property described below, is apparent good order, except as noted (contents and condition of contents of packages unknown), marked, conditioned, and destined as indicated below which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to delivery at said destination, if on its route, or otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said Property over all or any portion of said route in destination and as to each party at any time interested in all or any of said Property that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for transit and its routing.

TO: UNITED Pet

Consignee

Street

Destination

ELKHART, IN

Zip

FROM: G.A. WINTER

Shipper

Street

Origin

Wapakoneta, OH

Zip

Route

Delivering Carrier MitchelVehicle Number TR#508

U.S. DOT Hazard

Reg. Number

Number and type of packages	HTM	Description of Articles	Total Quantity (units, volume, or weight)	Weight (gross, net, or tare)	Class or Rate
<u>17/2</u>		<u>POULTRY MEAL</u>			
		<u>Net</u>		<u>50.300</u>	
		<u>John</u>			
		<u>4-20-10</u>			

Remit COD to:

Address:

City:

State:

Zip:

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without receipt on the consignee, the carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

COD AMT:

\$

TOTAL CHARGES:

\$

COD FEE:

Prepaid ☐Collect ☐

FREIGHT CHARGES:

☐ Prepaid ☐ Collect

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ Per \_\_\_\_\_

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per \_\_\_\_\_

SHIPPER:

CARRIER:

MITCHEL ENTERPRISES

PER:

DATE:

PER:

DATE:

4-29-10

EMERGENCY RESPONSE

TELEPHONE NUMBER: ( )

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

10-BLS-A3 489  
(Rev. 1/07)

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## TERMS AND CONDITIONS

By giving the carrier the property described in this bill of lading (the "Property"), you agree to all of the terms of this bill of lading.

### Section 1 Limitations of Liability

- (a) The carrier or party in possession of the Property shall be liable as at common law for any loss of or damage to such Property, except as hereinafter provided.
- (b) The carrier shall not be liable for loss of, damage to or delay in delivery of the Property:
  - (i) caused by an act of God, the public enemy, the authority of law, or any act or default by you and/or the owner of the Property, or for natural shrinkage.
  - (ii) occurring while the Property is stopped and held in transit at your request or that of any other party entitled to make such request.
  - (iii) resulting from a defect or vice in the Property, or from riots or strikes.
- (c) To the extent permitted under the Carriage of Goods by Sea Act, the liability of the carrier for the Property may be limited to a value established by written or electronic declaration by you or by written agreement between the carrier and you. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

### Section 2 Filing of Claims

- (a) Claims against the carrier for loss of or damage to the Property must be filed in writing with the carrier issuing this bill of lading within nine months after delivery of the Property for, in case of export traffic, within nine months after delivery at port of export or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. All causes of action must be instituted within two years following the date when written notice is given by the carrier to you that the carrier has disallowed the claim or any part or parts thereof specified in the notice. If your claim or action is not filed or instituted properly in accordance with the foregoing provisions, the carrier shall not be liable, and such claims may not be paid.
- (b) The carrier shall have the full benefit of any insurance that may have been effected upon or on account of the Property in the event that the carrier is liable for loss of or damage to the Property.

### Section 3 Method of Transportation

Except as expressly agreed in writing by the parties to this bill of lading, the carrier is not bound to transport the Property by any particular motor vehicle, or in time for any particular market or otherwise than with reasonable dispatch. The carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination.

### Section 4 Responsibility for Property

- (a) If the Property is not removed by the party entitled to receive it within the free time allowed by tariffs or classifications upon which the rate is based, (such free time to be computed as therein provided), the carrier may notify the receiving party of the arrival of the Property at the destination or at the port of export (if intended for export). The carrier, in its discretion, may store the Property in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner. The stored Property will be subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. The carrier's responsibility shall be that of a warehouseman only.
- (b) Except as provided in subparagraph 4(c) below, if the Property is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the Property at public auction to the highest bidder, at such place as may be designated by the carrier. Prior to any such sale, the carrier shall use commercially reasonable efforts to notify you that the Property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of this bill of lading if you do not arrange for an alternative disposition.

- (c) If the Property is perishable and is refused by the consignee or party entitled to receive it at the destination location, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier, may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage of private or public sale. Prior to selling the Property, the carrier shall use commercially reasonable efforts to notify you of the refusal of the Property or the failure to receive it, and request instructions regarding disposition of the Property.
- (d) If the procedure described in subsection (b) and (c) is not commercially reasonable, the carrier may, at its option, sell the Property under such circumstances and in such manner as may be authorized by law.
- (e) The carrier shall apply the proceeds of any sale made under this section to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense. If following payment of the preceding there is a balance, such balance shall be paid to the owner of the Property sold hereunder.
- (f) If you direct the carrier to deliver the Property to a location where there is no regularly appointed freight agent, the carrier shall not be liable for any loss or damage to Property occurring at such location after the Property has been unloaded at such location.

### Section 5 Valuable Items

- (a) The carrier's liability in connection with the Property is limited to the lesser of the amount of your actual damages or the declared value stipulated by the carrier on the face of this bill of lading plus any freight charges paid by you.
- (b) The carrier shall not be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

### Section 6 Joint Liability for Hazardous Goods

You, and if you are an agent, any owner of the Property, shall be joint and severally liable for and indemnify the carrier against all loss or damage caused by the shipment of explosives, dangerous or hazardous goods, without giving prior written notice to the carrier of their nature. At the discretion of the carrier, any such goods may be warehoused at your and the owner's risk and expense or destroyed without compensation.

### Section 7 Freight Charges and Payment

- (a) You are primarily responsible for the freight and all other lawful charges, unless you stipulate in writing in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier makes delivery without requiring such payment. If you provide erroneous information that results in the shipment being reconsignee or diverted to a location other than the location identified in the original bill of lading, you shall be liable for such additional charges. The respective liability of you and the consignee for additional charges provided for herein shall be pursuant to 49 U.S.C. § 13706.
- (b) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of charges at time of shipment. If upon inspection the carrier determines that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

### Section 8 Effect of Shipper Signature

If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

### Section 9 Transport by Water

If all or any part of the Property is carried by water over any part of said route, and any loss of or damage to the Property occurs while it is in the custody of the carrier providing the water carriage, the liability of such carrier shall be determined by that carrier's bill of lading and by the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all of the terms and provisions of, and all the exemptions from liability contained in the Harter Act or the Carriage of Goods By Sea Act, as applicable.

Phone 419-739-4900 or 800-331-1801

**G. A. WINTZER & SON CO.**

WAPAKONETA, OHIO 45895

TRUCKER

Weight Ticket No. **72669**

Date **4/1/77**

508509 Scale 12 06/24/2010 11: 47

SSS 27900 10 11/2/10

508509 Scale 10 06/24/2010 01: 10

SSS 78200 11

SEE 27900 15 REQUIRED

ET 50900 11

Name United Pet

Driver ☒ ON ☐ OFF Scale

Commodity Grain

Contract No. 001

P.O. No. NA

Factory Ticket No. 1111387

Hauled By John V

Truck/Trailer No. 240 007

Gross Weighed By W. J. W.

WEIGHMASTER

Tare Weighed By W. J. W.

WEIGHMASTER

## THIS SHIPPING ORDER

must be legibly filled in, in Ink, in Indefinite Penalt, or in Carbon, and retained by the Agent

Shipper's No. \_\_\_\_\_

Carrier MITCHEL ENTERPRISES - BLUFFTON, IN SCAC \_\_\_\_\_Carrier's No. TRL# 509

RECEIVED, subject to individually dated rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request; and all applicable state and federal regulations;

at \_\_\_\_\_ date 4-29-10 from \_\_\_\_\_

The Property described below, is apparent from order, except as noted (contents and condition of contents of packages unknown), marked, conditioned, and destined as indicated below which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to delivery at said destination, if on its route, or otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier at any of said Property over at any portion of said route to destination and as to each party at any time interested in as at any of said Property that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, hereinafter contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: UNITED Pet

Consignee

Street

Destination

ELKHART, IN

Zip

FROM: G.A Win+Zer

Shipper

Street

Origin

Wapakoneta, OH

Zip

Route

Delivering Carrier MitchelVehicle Number TR#508

U.S. DOT Hazard Reg. Number

Number and Type of Packages	HM	Description of Articles	Total Quantity (Units, Volume, or Weight)	Weight (Subject to completion)	Class or Rate
<u>1 1/2</u>		<u>POULTRY MEAL</u>			
		<u>Net</u>		<u>50.300</u>	
		<u>[Signature]</u>			
		<u>4-30-10</u>			

Remit COD to:

Address:

City:

State:

Zip:

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

COD AMT:

\$

COD FEE:

Prepaid ☐Collect ☐ \$

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ Per \_\_\_\_\_

TOTAL CHARGES:

\$

FREIGHT CHARGES:

☐ Prepaid ☐ Collect

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per \_\_\_\_\_

SHIPPER:

CARRIER:

MITCHEL ENTERPRISES

PER:

DATE:

PER:

[Signature]

DATE:

4-29-10

EMERGENCY RESPONSE

TELEPHONE NUMBER: ( )

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

10-BLS-A3 489  
(Rev. 1/07)

2

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

## TERMS AND CONDITIONS

By giving the carrier the property described in this bill of lading (the "Property"), you agree to all of the terms of this bill of lading.

### Section 1 Limitations of Liability

- (a) The carrier or party in possession of the Property shall be liable as at common law for any loss of or damage to such Property, except as hereinafter provided.
- (b) The carrier shall not be liable for loss of, damage to or delay in delivery of the Property:
  - (i) caused by an act of God, the public enemy, the authority of law, or any act or default by you and/or the owner of the Property, or for natural shrinkage.
  - (ii) occurring while the Property is stopped and held in transit at your request or that of any other party entitled to make such request.
  - (iii) resulting from a defect or vice in the Property, or from riots or strikes.
- (c) To the extent permitted under the Carmack Amendment, the liability of the carrier for the Property may be limited to a value established by written or electronic declaration by you or by written agreement between the carrier and you. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

### Section 2 Filing of Claims

- (a) Claims against the carrier for loss of or damage to the Property must be filed in writing with the carrier issuing this bill of lading within nine months after delivery of the Property (or, in case of export traffic, within nine months after delivery of part of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. A cause of action must be instituted within two years following the date when written notice is given by the carrier to you that the carrier has disallowed the claim or any part or parts thereof specified in the notice. If your claim or action is not filed or instituted properly in accordance with the foregoing provisions, the carrier shall not be liable, and such claims may not be paid.
- (b) The carrier shall have the full benefit of any insurance that may have been effected upon or on account of the Property in the event that the carrier is liable for loss of or damage to the Property.

### Section 3 Method of Transportation

Except as expressly agreed in writing by the parties to this bill of lading, the carrier is not bound to transport the Property by any particular motor vehicle, or in time for any particular market or otherwise than with reasonable dispatch. The carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination.

### Section 4 Responsibility for Property

- (a) If the Property is not removed by the party entitled to receive it within the free time allowed by tariffs or classifications upon which the rate is based, (such free time to be computed as therein provided), the carrier may notify the receiving party of the arrival of the Property at the destination or at the point of export (if intended for export). The carrier, in its discretion, may store the Property in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner. The stored Property will be subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. The carrier's responsibility shall be that of a warehouseman only.
- (b) Except as provided in subparagraph 4(c) below, if the Property is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the Property at public auction to the highest bidder, at such place as may be designated by the carrier. Prior to any such sale, the carrier shall use commercially reasonable efforts to notify you that the Property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if you do not arrange for an alternative disposition.

- (c) If the Property is perishable and is refused by the consignee or party entitled to receive it at the destination location, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier, may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Prior to selling the Property, the carrier shall use commercially reasonable efforts to notify you of the refusal of the Property or the failure to receive it, and request instructions regarding disposition of the Property.
- (d) If the procedure described in subsection (b) and (c) is not commercially reasonable, the carrier may, at its option, sell the Property under such circumstances and in such manner as may be authorized by law.
- (e) The carrier shall apply the proceeds of any sale made under this section to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property. If proper care of the same requires special expense, if following payment of the preceding there is a balance, such balance shall be paid to the owner of the Property sold hereunder.
- (f) If you direct the carrier to deliver the Property to a location where there is no regularly appointed freight agent, the carrier shall not be liable for any loss or damage to Property occurring at such location after the Property has been unloaded at such location.

### Section 5 Valuable Items

- (a) The carrier's liability in connection with the Property is limited to the lesser of the amount of your actual damages or the declared value stipulated by the carrier on the face of this bill of lading plus any freight charges paid by you.
- (b) The carrier shall not be liable in any way for any documents, receipts, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

### Section 6 Joint Liability for Hazardous Goods

You, and if you are an agent, any owner of the Property, shall be joint and severally liable for and indemnify the carrier against all loss or damage caused by the shipment of explosives, dangerous or hazardous goods, without giving prior written notice to the carrier of their nature. At the discretion of the carrier, any such goods may be warehoused at your and the owner's risk and expense or destroyed without compensation.

### Section 7 Freight Charges and Payment

- (a) You are primarily responsible for the freight and all other lawful charges, unless you stipulate in writing in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier makes delivery without requiring such payment. If you provide erroneous information that results in the shipment being retransmitted or diverted to a location other than the location identified in the original bill of lading, you shall be liable for such additional charges. The respective liability of you and the consignee for additional charges provided for herein shall be pursuant to 49 U.S.C. § 13706.
- (b) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of charges at time of shipment. If upon inspection the carrier determines that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

### Section 8 Effect of Shipper Signature

If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to (the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

### Section 9 Transport by Water

If all or any part of the Property is carried by water over any part of said route, and any loss of or damage to the Property occurs while it is in the custody of the carrier providing the water carriage, the liability of such carrier shall be determined by that carrier's bill of lading and by the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all of the terms and provisions of, and all the exemptions from liability contained in the Harter Act or the Carriage of Goods By Sea Act, as applicable.

# Mitchel Enterprises Corp

2529 E 150 N  
Bluffton, IN 46714  
Phone: (260) 353-1050

## Invoice

Invoice Number:  
**32267**  
Invoice Date:  
May 27, 2010  
Page:  
1

Sold To: UNTDPET23

UNITED PET  
PO BOX 250  
OSCEOLA, IN 46561

Ship To:

705--OSCEOLA, IN

574-674-5981

Customer ID		Customer PO	Payment Terms	
UNTDPET23		MEC 4495	Net 10 Days	
Sales Rep ID		Shipping	Ship Date	Due
IN		TRK/JOHN	May 18, 2010	Jun 6, 2010
Quantity	Item	Description	Unit Price	Extension
838.00	705	WHEAT SCREENINGS 50,280# 5/18/10 PRICE BASIS \$1.71 UNDER CBOT CBOT=\$4.68	\$2.97 99.-	\$2488.86

Check No:

Total Invoice Amount	\$2,488.86
Payment Received	0.00
<b>TOTAL</b>	<b>\$2,488.86</b>

A finance charge equal to 1 1/2 % per month (18% APR) will be charged on all invoices more than 30 days past due.

pd 6-10-10  
# 56416

# THIS SHIPPING ORDER

Must be signed by the shipper, carrier, or consignee, and must be filed with the carrier's records.

Carrier

RECEIVED, subject to the carrier's published rates of contracts that have been agreed upon in writing between the carrier and shipper, if applicable, and to the terms and conditions established by the carrier and are available to the shipper, on request; and all applicable state and federal regulations;

at \_\_\_\_\_, date \_\_\_\_\_ from \_\_\_\_\_

The Property described below, in apparent good order, except as noted (contents and condition of containers of packages unknown), marked, numbered, and described as indicated below which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to delivery at said destination, if so its route, or otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to such carrier of all or any of said Property over all or any portion of said route to destination and as to each party at any time involved in all or any of said Property that every service to be performed hereunder shall be subject to all conditions and regulations by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his consignee.

TO:

Consignee

Street

Destination

Zip

FROM:

Shipper

Street

Origin

Zip

Route

Delivering Carrier

Vehicle Number

U.S. DOT Hazardous Reg. Number

Number and Type of Packages	HM	Description of Articles	Total Quantity (mass, volume, or count)	Weight (subject to collection)	Class or Rate
1		Substrate, 50000	80360		
			30000		
			50200		

Remit COD to:

Address:

City:

State:

Zip:

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

COD AMT: \$

COD FEE:

Prepaid ☐

Collect ☐

TOTAL CHARGES: \$

FREIGHT CHARGES:

☐ Prepaid ☐ Collect

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ Per \_\_\_\_\_

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per \_\_\_\_\_

SHIPPER:

CARRIER: MITCHELL ENTERPRISES

PER:

DATE:

PER:

DATE:

EMERGENCY RESPONSE

TELEPHONE NUMBER: ( )

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

10-BLS-A3 489  
(Rev. 1/07)

2

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

UPF001723

## TERMS AND CONDITIONS

By giving the carrier the property described in this bill of lading (the "Property"), you agree to all of the terms of this bill of lading.

### Section 1 Limitations of Liability

- (a) The carrier or party in possession of the Property shall be liable as at common law for any loss of or damage to such Property, except as hereinafter provided.
- (b) The carrier shall not be liable for loss of, damage to or delay in delivery of the Property:
  - (i) caused by an act of God, the public enemy, the authority of law, or any act or default by you and/or the owner of the Property, or for natural shrinkage.
  - (ii) occurring while the Property is stopped and held in transit at your request or that of any other party entitled to make such request.
  - (iii) resulting from a defect or vice in the Property, or from riots or strikes.
- (c) To the extent permitted under the Carmack Amendment, the liability of the carrier for the Property may be limited to a value established by written or electronic declaration by you or by written agreement between the carrier and you, in all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

### Section 2 Filing of Claims

- (a) Claims against the carrier for loss of or damage to the Property must be filed in writing with the carrier issuing this bill of lading within nine months after delivery of the Property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. All causes of action must be instituted within two years following the date when written notice is given by the carrier to you that the carrier has disallowed the claim or any part or parts thereof specified in the notice. If your claim or action is not filed or instituted properly in accordance with the foregoing provisions, the carrier shall not be liable, and such claims may not be paid.
- (b) The carrier shall have the full benefit of any insurance that may have been effected upon or on account of the Property in the event that the carrier is liable for loss of or damage to the Property.

### Section 3 Method of Transportation

Except as expressly agreed in writing by the parties to this bill of lading, the carrier is not bound to transport the Property by any particular motor vehicle, or in time for any particular market or otherwise than with reasonable dispatch. The carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination.

### Section 4 Responsibility for Property

- (a) If the Property is not removed by the party entitled to receive it within the free time allowed by tariffs or classifications upon which the rate is based, (such free time to be computed as therein provided), the carrier may notify the receiving party of the arrival of the Property at the destination or at the port of export (if intended for export). The carrier, in its discretion, may store the Property in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner. The stored Property will be subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. The carrier's responsibility shall be that of a warehouseman only.
- (b) Except as provided in subparagraph 4(c) below, if the Property is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the Property at public auction to the highest bidder, at such place as may be designated by the carrier. Prior to any such sale, the carrier shall use commercially reasonable efforts to notify you that the Property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of this bill of lading if you do not arrange for an alternative disposition.

- (c) If the Property is perishable and is refused by the consignee or party entitled to receive it at the destination location, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage of private or public sale. Prior to selling the Property, the carrier shall use commercially reasonable efforts to notify you of the refusal of the Property or the failure to receive it, and request instructions regarding disposition of the Property.
- (d) If the procedure described in subsection (b) and (c) is not commercially reasonable, the carrier may, at its option, sell the Property under such circumstances and in such manner as may be authorized by law.
- (e) The carrier shall apply the proceeds of any sale made under this section to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property. If proper care of the same requires special expense, if following payment of the preceding there is a balance, such balance shall be paid to the owner of the Property sold hereunder.
- (f) If you direct the carrier to deliver the Property to a location where there is no regularly appointed freight agent, the carrier shall not be liable for any loss or damage to Property occurring at such location after the Property has been unloaded at such location.

### Section 5 Valuable Items

- (a) The carrier's liability in connection with the Property is limited to the lesser of the amount of your actual damages or the declared value stipulated by the carrier on the face of this bill of lading plus any freight charges paid by you.
- (b) The carrier shall not be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

### Section 6 Joint Liability for Hazardous Goods

You, and if you are an agent, any owner of the Property, shall be joint and severally liable for and indemnify the carrier against all loss or damage caused by the shipment of explosives, dangerous or hazardous goods, without giving prior written notice to the carrier of their nature. At the discretion of the carrier, any such goods may be warehoused at your and the owner's risk and expense or destroyed without compensation.

### Section 7 Freight Charges and Payment

- (a) You are primarily responsible for the freight and all other lawful charges, unless you stipulate in writing in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier makes delivery without requiring such payment. If you provide erroneous information that results in the shipment being reclassified or diverted to a location other than the location identified in the original bill of lading, you shall be liable for such additional charges. The respective liability of you and the consignee for additional charges provided for herein shall be pursuant to 49 U.S.C. § 13706.
- (b) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of charges at time of shipment. If upon inspection the carrier determines that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

### Section 8 Effect of Shipper Signature

If this bill of lading is issued on the order of the shipper, or his agent, in exchange for or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

### Section 9 Transport by Water

If all or any part of the Property is carried by water over any part of said route, and any loss of or damage to the Property occurs while it is in the custody of the carrier providing the water carriage, the liability of such carrier shall be determined by that carrier's bill of lading and by the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all of the terms and provisions of, and all the exemptions from liability contained in the Harter Act or the Carriage of Goods by Sea Act, as applicable.

(Uniform Domestic Straight Classification territories, &c)

reg. adopted by Carriers in Official, Southern and Western 22, as amended August 1, 1930 and June 15, 1941.)

Shipper's No. 13396

Short Form

BIGHT BILL OF LADING

Agent's No.

(Prescribed by the Interstate Commerce Commission)

ORIGINAL - NOT NEGOTIABLE

Name of Carrier: Mitchel

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

AT AUGUSTA, MICH.

05/18/10

FROM KNAPPEN MILLING COMPANY

the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout the contract as meaning any person or corporation in possession of the property under contract) agrees to carry to its usual place of delivery at said destination, if on its own route or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or Street Address of Consignee - For Purposes of Notification Only)

Consigned to: Mitchel Enterprises Corp.

2529 E. 150 N

Destination: Bluffton, IN 46714

Delivering Carrier: Mitchel

Car of Veh. Initial:

No.:

DESCRIPTION OF ARTICLES, SPECIAL		WEIGHT
QTY.	UNIT OF MEASURE	MARKS AND EXCEPTIONS
	Truckload	Wheat Screenings
		60,280
To Arrive 5/18/2010		
Contract #:		
SEAL		

Subject to Section 7 of conditions. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor.)

If charges are to be prepaid, write or stamp here, "To Be Prepaid."

Customer Pick Up

This shipment is correctly described

Correct weight is lbs.

Subject to verification by  
Merchants Dispatch Transportation Corporation  
Division of Weighing and Inspections  
According to Agreement No. 387

Received \$  
to apply in prepayment of the charges on the property described herein.

Agent or Cashier

Per  
(The signature here acknowledge only the amount prepaid)

Charges Advanced:

\$

"If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is 'carrier's or shipper's weight.'  
Note - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

KNAPPEN MILLING COMPANY, Shipper Mitchel Agent

Per: Brandy

Per:

Permanent post-office address of shipper AUGUSTA, MICHIGAN 49012

C.O.D. SHIPMENT

C.O.D. Amt.

Collection Fee

Total Charges



**Invoice Number:**  
**32565**  
**Invoice Date:**  
**Jun 14, 2010**  
**Page:**  
**1**

# KNAPPEN MILLING COMPANY

Augusta, Michigan 49012

DATE 6-1-10

CUSTOMERS NAME Mitchel

ADDRESS \_\_\_\_\_

COMMODITY Screenings

Truck ID 664  
Gross Wt: 78250 lb  
Tare Weight: 29000 lb  
Net Weight: 49000 lb

01 Jun 2010 11:21:55

TRAILER NO. 220 #

P.O. NO. \_\_\_\_\_

RELEASE NO. \_\_\_\_\_

LOAD NO. \_\_\_\_\_

CARRIER Mitchel

WEIGHER [Signature] TIME IN 13L TIME OUT 13L

# THIS SHIPPING ORDER

must be legibly filled in, in ink, in indestructible form, or in Carbon, and retained by the Agent

Shipper's No. \_\_\_\_\_

Carrier MITCHEL ENTERPRISES - BLUFFTON, IN SCAC \_\_\_\_\_

Carrier's No. \_\_\_\_\_

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request; and all applicable state and federal regulations;

at \_\_\_\_\_ date 10-1-10 from \_\_\_\_\_

(The Property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below which said company (the vessel company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to delivery at said destination, if on its route, or otherwise to deliver to another carrier on the route to said destination, it is mutually agreed as to each carrier of all or any of said Property over all or any portion of said route to destination and as to each party at any time interested in it or any of said Property that every service to be performed hereunder shall be subject to the conditions not prohibited by law, whether printed or written, hereon contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: UN. 700 PR  
Consignee SHIRAZ IN  
Street  
Destination Zip

FROM: MITCHEL  
Shipper Bluffton IN  
Street  
Origin Zip

Route \_\_\_\_\_

Delivering Carrier MITCHEL

Vehicle Number/PLT 70010

U.S. DOT Hazardous Reg. Number

Number and Type of Packages	Description of Articles	Total Quantity (must include volume, weight, etc.)	Weight (subject to correction)	Class or Rate
1	UN. 700 PR	787		
		20		
		24		

Remit COD to:

Address:

City:

State:

Zip:

Subject to Section 7 of conditions, if the shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

COD AMT:

\$

COD FEE:

Prepaid ☐

Collect ☐ \$

TOTAL CHARGES:

\$

FREIGHT CHARGES:

☐ Prepaid ☐ Collect

NOTE: Where the rate is dependant on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ Per \_\_\_\_\_

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14708(c)(1)(A) and (B).

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per \_\_\_\_\_

SHIPPER:

CARRIER: MITCHEL ENTERPRISES

PER:

DATE:

PER:

DATE:

EMERGENCY RESPONSE  
TELEPHONE NUMBER: ( )

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

## TERMS AND CONDITIONS

By giving the carrier the property described in this bill of lading (the "Property"), you agree to all of the terms of this bill of lading.

### Section 1 Limitations of Liability

- (a) The carrier or party in possession of the Property shall be liable as at common law for any loss of or damage to such Property, except as hereinafter provided.
- (b) The carrier shall not be liable for loss of, damage to or delay in delivery of the Property:
  - (i) caused by an act of God, the public enemy, the authority of law, or any act or default by you and/or the owner of the Property, or for natural shrinkage.
  - (ii) occurring while the Property is stopped and held in transit at your request or that of any other party entitled to make such request.
  - (iii) resulting from a defect or vice in the Property, or from riots or strikes.
- (c) To the extent permitted under the Carmack Amendment, the liability of the carrier for the Property may be limited to a value established by written or electronic declaration by you or by written agreement between the carrier and you. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariff upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

### Section 2 Filing of Claims

- (a) Claims against the carrier for loss of or damage to the Property must be filed in writing with the carrier issuing this bill of lading within nine months after delivery of the Property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. All causes of action must be instituted within two years following the date when written notice is given by the carrier to you that the carrier has disallowed the claim or any part or parts thereof specified in the notice. If your claim or action is not filed or instituted properly in accordance with the foregoing provisions, the carrier shall not be liable, and such claims may not be paid.
- (b) The carrier shall have the full benefit of any insurance that may have been effected upon or on account of the Property in the event that the carrier is liable for loss of or damage to the Property.

### Section 3 Method of Transportation

Except as expressly agreed in writing by the parties to this bill of lading, the carrier is not bound to transport the Property by any particular motor vehicle, or in time for any particular market or otherwise than with reasonable dispatch. The carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination.

### Section 4 Responsibility for Property

- (a) If the Property is not removed by the party entitled to receive it within the free time allowed by tariffs or classifications upon which the rate is based, (such free time to be computed as therein provided), the carrier may notify the receiving party of the arrival of the Property at the destination or at the port of export (if intended for export). The carrier, in its discretion, may store the Property in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner. The stored Property will be subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. The carrier's responsibility shall be that of a warehouseman only.
- (b) Except as provided in subparagraph 4(c) below, if the Property is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the Property at public auction to the highest bidder, at such place as may be designated by the carrier. Prior to any such sale, the carrier shall use commercially reasonable efforts to notify you that the Property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if you do not arrange for an alternative disposition.

- (c) If the Property is perishable and is refused by the consignee or party entitled to receive it at the destination location, or said consignee or party entitled to receive it fails to receive it promptly, the carrier, may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Prior to selling the Property, the carrier shall use commercially reasonable efforts to notify you of the refusal of the Property or the failure to receive it, and request instructions regarding disposition of the Property.
- (d) If the procedure described in subsection (b) and (c) is not commercially reasonable, the carrier may, at its option, sell the Property under such circumstances and in such manner as may be authorized by law.
- (e) The carrier shall apply the proceeds of any sale made under this section to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property. If proper care of the same requires special expense, if following payment of the proceeds there is a balance, such balance shall be paid to the owner of the Property sold hereunder.
- (f) If you direct the carrier to deliver the Property to a location where there is no regularly appointed freight agent, the carrier shall not be liable for any loss or damage to Property occurring at such location after the Property has been unloaded at such location.

### Section 5 Valuable Items

- (a) The carrier's liability in connection with the Property is limited to the lesser of the amount of your actual damages or the declared value stipulated by the carrier on the face of this bill of lading plus any freight charges paid by you.
- (b) The carrier shall not be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

### Section 6 Joint Liability for Hazardous Goods

You, and if you are an agent, any owner of the Property, shall be joint and severally liable for and indemnify the carrier against all loss or damage caused by the shipment of explosives, dangerous or hazardous goods, without giving prior written notice to the carrier of their nature. At the discretion of the carrier, any such goods may be warehoused at your and the owner's risk and expense or destroyed without compensation.

### Section 7 Freight Charges and Payment

- (a) You are primarily responsible for the freight and all other lawful charges, unless you stipulate in writing in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier makes delivery without requiring such payment. If you provide erroneous information that results in the shipment being reconsignee or diverted to a location other than the location identified in the original bill of lading, you shall be liable for such additional charges. The respective liability of you and the consignee for additional charges provided for herein shall be pursuant to 49 U.S.C. § 13708.
- (b) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of charges at time of shipment. If upon inspection the carrier determines that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

### Section 8 Effect of Shipper Signature

If this bill of lading is issued on the order of the shipper, or his agent, in exchange for or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

### Section 9 Transport by Water

If all or any part of the Property is carried by water over any part of said route, and any loss of or damage to the Property occurs while it is in the custody of the carrier providing the water carriage, the liability of such carrier shall be determined by that carrier's bill of lading and by the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all of the terms and provisions of, and all the exemptions from liability contained in the Harter Act or the Carriage of Goods By Sea Act, as applicable.

**Mitchel Enterprises Corp**

2529 E 150 N  
Bluffton, IN 46714  
Phone: (260) 353-1050

**Invoice**

Invoice Number:  
**32659**  
Invoice Date:  
**Jun 17, 2010**  
Page:  
**1**

**Sold To:** UNTDPET23

UNITED PET  
PO BOX 250  
OSCEOLA, IN 46561

**Ship To:**

\*FRT-PoultMI-Wapakoneta, Oh-Osc

574-674-5981

Customer ID		Customer PO	Payment Terms	
UNTDPET23		LT	Net 10 Days	
Sales Rep ID	Shipping		Ship Date	Due
IN	TRK/GERRY		Jun 10, 2010	Jun 27, 2010
Quantity	Item	Description	Unit Price	Extension
25.63	FRT	FREIGHT: POULTRY MEAL G. A. WINTZER, Wapakoneta, Oh LD#C86698 TKT#85682 51,260# to UNITED PET	\$16.50	\$422.90
1.00	FRT	21% FUEL SURCHARGE	\$88.81	\$88.81

**Check No:**

<b>Total Invoice Amount</b>	<b>\$511.71</b>
<b>Payment Received</b>	<b>0.00</b>
<b>TOTAL</b>	<b>\$511.71</b>

A finance charge equal to 1 1/2 % per month (18% APR) will be charged on all invoices more than 30 days past due.

UPF001730

Phone 419-739-4900 or 800-331-1801

**G. A. WINTZ & SONS CO.**  
WAPAKONETA, OHIO 43085

TRUCKER

Weight Ticket No. 5652

Date 10-10

Name \_\_\_\_\_  
Driver ☒ ON ☐ OFF Scale \_\_\_\_\_  
Commodity P \_\_\_\_\_  
Contract No. \_\_\_\_\_ P.O. No. \_\_\_\_\_  
Factory Ticket No. \_\_\_\_\_  
Hauled By S. J. ... \_\_\_\_\_  
Truck/Trailer No. 106/SP26 \_\_\_\_\_  
Gross Weighed By [Signature] \_\_\_\_\_ WEIGHMASTER  
Tare Weighed By [Signature] \_\_\_\_\_ WEIGHMASTER

**STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE**

Shipper's No. \_\_\_\_\_

Carrier MITCHEL ENTERPRISES - BLUFFTON, IN SCAC \_\_\_\_\_

Carrier's No. 100

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request; and all applicable state and federal regulations;

at \_\_\_\_\_, date 06-09-10 from \_\_\_\_\_  
the Property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), received, consigned, and destined as indicated below which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to delivery at said destination, if on its route, or otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to that carrier of all or any of said Property over all or any portion of said route to destination and as to each party at any time interested in all or any of said Property that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: UNITED PET CARE  
Consignee  
Street OSCOLA, IN Zip \_\_\_\_\_  
Destination

FROM: WINDZER  
Shipper  
Street WAPAKONETA, OH  
Origin Zip \_\_\_\_\_

Route LAST LOAD CAL.

Delivering Carrier SCHLEMMER FARMS

Vehicle Number 106/SP26

U.S. DOT Hazard Reg. Number

Number and Type of Packages	Description of Articles	Total Quantity (Mass, Volume or Activity)	Weight (Subject to correction)	Class or Rate
<u>1/2</u>	<u>POULTRY MEAT</u>	<u>25.63</u>	<u>51260</u>	
<u>#</u>	<u>[Signature]</u>			

Remit COD to:

Address:

City:

State:

Zip:

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

COD AMT:

\$ \_\_\_\_\_

COD FEE:

Prepaid ☐

Collect ☐

TOTAL CHARGES:

\$ \_\_\_\_\_

FREIGHT CHARGES:

☐ Prepaid ☐ Collect

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ Per \_\_\_\_\_

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per \_\_\_\_\_

SHIPPER:

CARRIER:

PER:

PER:

DATE:

DATE: 06-10-10

EMERGENCY RESPONSE

TELEPHONE NUMBER: ( ) \_\_\_\_\_

Monitors at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

## TERMS AND CONDITIONS

By giving the carrier the property described in this bill of lading (the "Property"), you agree to all of the terms of this bill of lading.

### Section 1 Limitations of Liability

- (a) The carrier or party in possession of the Property shall be liable as at common law for any loss of or damage to such Property, except as hereinafter provided.
- (b) The carrier shall not be liable for loss of, damage to or delay in delivery of the Property:
  - (i) caused by an act of God, the public enemy, the authority of law, or any act or default by you and/or the owner of the Property, or for natural shrinkage.
  - (ii) occurring while the Property is stopped and held in transit at your request or that of any other party entitled to make such request.
  - (iii) resulting from a defect or vice in the Property, or from riots or strikes.
- (c) To the extent permitted under the Carmack Amendment, the liability of the carrier for the Property may be limited to a value established by written or electronic declaration by you or by written agreement between the carrier and you. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

### Section 2 Filing of Claims

- (a) Claims against the carrier for loss of or damage to the Property must be filed in writing with the carrier issuing this bill of lading within nine months after delivery of the Property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. All causes of action must be instituted within two years following the date when written notice is given by the carrier to you that the carrier has disallowed the claim or any part or parts thereof specified in the notice. If your claim or action is not filed or instituted properly in accordance with the foregoing provisions, the carrier shall not be liable, and such claims may not be paid.
- (b) The carrier shall have the full benefit of any insurance that may have been effected upon or on account of the Property in the event that the carrier is liable for loss of or damage to the Property.

### Section 3 Method of Transportation

Except as expressly agreed in writing by the parties to this bill of lading, the carrier is not bound to transport the Property by any particular motor vehicle, or in time for any particular market or otherwise than with reasonable dispatch. The carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination.

### Section 4 Responsibility for Property

- (a) If the Property is not removed by the party entitled to receive it within the free time allowed by tariffs or classifications upon which the rate is based, (such free time to be computed as therein provided), the carrier may notify the receiving party of the arrival of the Property at the destination or at the port of export (if intended for export). The carrier, in its discretion, may store the Property in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner. The stored Property will be subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. The carrier's responsibility shall be that of a warehouseman only.
- (b) Except as provided in subparagraph 4(c) below, if the Property is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the Property at public auction to the highest bidder, at such place as may be designated by the carrier. Prior to any such sale, the carrier shall use commercially reasonable efforts to notify you that the Property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if you do not arrange for an alternative disposition.

- (c) If the Property is perishable and is refused by the consignee or party entitled to receive it at the destination location, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Prior to selling the Property, the carrier shall use commercially reasonable efforts to notify you of the refusal of the Property or the failure to receive it, and request instructions regarding disposition of the Property.
- (d) If the procedure described in subsection (b) and (c) is not commercially reasonable, the carrier may, at its option, sell the Property under such circumstances and in such manner as may be authorized by law.
- (e) The carrier shall apply the proceeds of any sale made under this section to the payment of freight, demurrage, storage, and any other lawful charges and the expense of police, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense. If following payment of the preceding there is a balance, such balance shall be paid to the owner of the Property sold hereunder.
- (f) If you direct the carrier to deliver the Property to a location where there is no regularly appointed freight agent, the carrier shall not be liable for any loss or damage to Property occurring at such location after the Property has been unloaded at such location.

### Section 5 Valuable Items

- (a) The carrier's liability in connection with the Property is limited to the lesser of the amount of your actual damages or the declared value stipulated by the carrier on the face of this bill of lading plus any freight charges paid by you.
- (b) The carrier shall not be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

### Section 6 Joint Liability for Hazardous Goods

You, and if you are an agent, any owner of the Property, shall be joint and severally liable for and indemnify the carrier against all loss or damage caused by the shipment of explosives, dangerous or hazardous goods, without giving prior written notice to the carrier of their nature. At the discretion of the carrier, any such goods may be warehoused at your and the owner's risk and expense or destroyed without compensation.

### Section 7 Freight Charges and Payment

- (a) You are primarily responsible for the freight and all other lawful charges, unless you stipulate in writing in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier makes delivery without requiring such payment. If you provide erroneous information that results in the shipment being reconditioned or diverted to a location other than the location identified in the original bill of lading, you shall be liable for such additional charges. The respective liability of you and the consignee for additional charges provided for herein shall be pursuant to 49 U.S.C. § 13705.
- (b) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of charges at time of shipment. If upon inspection the carrier determines that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

### Section 8 Effect of Shipper Signature

If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

### Section 9 Transport by Water

If all or any part of the Property is carried by water over any part of said route, and any loss of or damage to the Property occurs while it is in the custody of the carrier providing the water carriage, the liability of such carrier shall be determined by that carrier's bill of lading and by the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all of the terms and provisions of, and all the exemptions from liability contained in the Harter Act or the Carriage of Goods By Sea Act, as applicable.

## THIS SHIPPING ORDER

must be legibly filled in, in ink, in indelible pencil, or in  
Carbon, and retained by the Agent

Shipper's No. \_\_\_\_\_

Carrier MITCHEL ENTERPRISES - BLUFFTON, IN SCAC \_\_\_\_\_

Carrier's No. \_\_\_\_\_

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request; and all applicable state and federal regulations;

at \_\_\_\_\_, date 06-09-10 from \_\_\_\_\_

the Property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), mixed, consigned, and delivered as indicated below which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to delivery at said destination, if on its route, or otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to route, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for limited and his assigns.

TO:

Consignee  
Street  
DestinationUNITED PER CARL  
OSCEOLA, Ind Zip \_\_\_\_\_

FROM:

Shipper  
Street  
OriginWINDZER  
WAPAKONETA, OH. Zip \_\_\_\_\_

Route

LAST LOAD CAL.Delivering Carrier SCH LBRADYK FARMSVehicle  
Number106/5F26U.S. DOT Hazard  
Reg. Number

Number and Type of Packages	HM	Description of Articles	Total Quantity (mass, volume, or seriality)	Weight (mass, volume, or seriality)	Class or Rate
<u>1/2</u>		<u>POULTRY MEAT</u>	<u>25.63</u>	<u>51260</u>	
		<u>#</u>			
		<u>Jeff H</u>			

Remit COD to:

Address:

City:

State:

Zip:

Subject to Section 7 of conditions, if this  
shipment is to be delivered to the consignee  
without recourse on the consignor, the  
consignor shall sign the following statement:  
The carrier shall not make delivery of this  
shipment without payment of freight and all  
other lawful charges.

COD AMT:

\$

COD FEE:

Prepaid ☐Collect ☐

TOTAL CHARGES:

\$

FREIGHT CHARGES:

☐ Prepaid ☐ CollectNOTE: Where the rate is dependent on value, shippers are required to state specifically in writing  
the agreed or declared value of the property. The agreed or declared value of the property is  
hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ Per \_\_\_\_\_

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14705(c)(1)(A) and (B).

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the  
Department of Transportation. Per \_\_\_\_\_

SHIPPER:

CARRIER:

MITCHEL ENTERPRISES 800-525-9202

PER:

DATE:

PER:

DATE:

06-10-10EMERGENCY RESPONSE  
TELEPHONE NUMBER: ( )Monitored at all times the Hazardous Material is in transportation  
including storage incidental to transportation (172.604).



## TERMS AND CONDITIONS

By giving the carrier the property described in this bill of lading (the "Property"), you agree to all of the terms of this bill of lading.

### Section 1 Limitations of Liability

- (a) The carrier or party in possession of the Property shall be liable as at common law for any loss of or damage to such Property, except as hereinafter provided.
- (b) The carrier shall not be liable for loss of, damage to or delay in delivery of the Property:
  - (i) caused by an act of God, the public enemy, the authority of law, or any act or default by you and/or the owner of the Property, or for natural shrinkage,
  - (ii) occurring while the Property is stopped and held in transit at your request or that of any other party entitled to make such request,
  - (iii) resulting from a defect or vice in the Property, or from riots or strikes.
- (c) To the extent permitted under the Carmack Amendment, the liability of the carrier for the Property may be limited to a value established by written or electronic declaration by you or by written agreement between the carrier and you. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

### Section 2 Filing of Claims

- (a) Claims against the carrier for loss of or damage to the Property must be filed in writing with the carrier issuing this bill of lading within nine months after delivery of the Property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. All causes of action must be instituted within two years following the date when written notice is given by the carrier to you that the carrier has disallowed the claim or any part or parts thereof specified in the notice. If your claim or action is not filed or instituted properly in accordance with the foregoing provisions, the carrier shall not be liable, and such claims may not be paid.
- (b) The carrier shall have the full benefit of any insurance that may have been effected upon or on account of the Property in the event that the carrier is liable for loss of or damage to the Property.

### Section 3 Method of Transportation

Except as expressly agreed in writing by the parties to this bill of lading, the carrier is not bound to transport the Property by any particular motor vehicle, or in time for any particular market or otherwise than with reasonable dispatch. The carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination.

### Section 4 Responsibility for Property

- (a) If the Property is not removed by the party entitled to receive it within the free time allowed by tariffs or classifications upon which the rate is based, (such free time to be computed as therein provided), the carrier may notify the receiving party of the arrival of the Property at the destination or at the port of export (if intended for export). The carrier, in its discretion, may store the Property in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner. The stored Property will be subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. The carrier's responsibility shall be that of a warehouseman only.
- (b) Except as provided in subparagraph 4(c) below, if the Property is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the Property at public auction to the highest bidder, at such place as may be designated by the carrier. Prior to any such sale, the carrier shall use commercially reasonable efforts to notify you that the Property has been refused or remains undelivered, as the case may be, and that it will be subject to sale under the terms of the bill of lading if you do not arrange for an alternative disposition.

- (c) If the Property is perishable and is refused by the consignee or party entitled to receive it at the destination location, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same in the best advantage at private or public sale. Prior to selling the Property, the carrier shall use commercially reasonable efforts to notify you of the refusal of the Property or the failure to receive it, and request instructions regarding disposition of the Property.
- (d) If the procedure described in subsection (b) and (c) is not commercially reasonable, the carrier may, at its option, sell the Property under such circumstances and in such manner as may be authorized by law.
- (e) The carrier shall apply the proceeds of any sale made under this section to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notices, advertisement, sale, and other necessary expenses and of caring for and maintaining the Property, if proper care of the same requires special expense. If following payment of the preceding there is a balance, such balance shall be paid to the owner of the Property sold hereunder.
- (f) If you direct the carrier to deliver the Property to a location where there is no regularly appointed freight agent, the carrier shall not be liable for any loss or damage to Property occurring at such location after the Property has been unloaded at such location.

### Section 5 Valuable Items

- (a) The carrier's liability in connection with the Property is limited to the lesser of the amount of your actual damages or the declared value stipulated by the carrier on the face of this bill of lading plus any freight charges paid by you.
- (b) The carrier shall not be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically listed in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

### Section 6 Joint Liability for Hazardous Goods

You, and if you are an agent, any owner of the Property, shall be joint and severally liable for and indemnify the carrier against all loss or damage caused by the shipment of explosives, dangerous or hazardous goods, without giving prior written notice to the carrier of their nature. At the discretion of the carrier, any such goods may be warehoused at year and the owner's risk and expense or destroyed without compensation.

### Section 7 Freight Charges and Payment

- (a) You are primarily responsible for the freight and all other lawful charges, unless you stipulate in writing in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier makes delivery without requiring such payment. If you provide erroneous information that results in the shipment being reconsigned or diverted to a location other than the location identified in the original bill of lading, you shall be liable for such additional charges. The respective liability of you and the consignee for additional charges provided for herein shall be pursuant to 49 U.S.C. § 13706.
- (b) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of charges at time of shipment. If upon inspection the carrier determines that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

### Section 8 Effect of Shipper Signature

If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability. In or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

### Section 9 Transport by Water

If all or any part of the Property is carried by water over any part of said route, and any loss of or damage to the Property occurs while it is in the custody of the carrier providing the water carriage, the liability of such carrier shall be determined by that carrier's bill of lading and by the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all of the terms and provisions of, and all the exemptions from liability contained in the Harter Act or the Carriage of Goods By Sea Act, as applicable.

**Mitchel Enterprises Corp****2529 E 150 N****Bluffton, IN 46714****Phone: (260) 353-1050****Invoice**

Invoice Number:

**32818**

Invoice Date:

**Jun 28, 2010**

Page:

**1****Sold To: UNTDPET23**

UNITED PET

PO BOX 250

OSCEOLA, IN 46561

**Ship To:**

705--OSCEOLA, IN

574-674-5981

<b>Customer ID</b>		<b>Customer PO</b>	<b>Payment Terms</b>	
UNTDPET23		MEC 4495	Net 10 Days	
<b>Sales Rep ID</b>		<b>Shipping</b>	<b>Ship Date</b>	<b>Due</b>
IN		TRK/AIRGOOD	Jun 18, 2010	Jul 8, 2010
<b>Quantity</b>	<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
857.00	705	WHEAT SCREENINGS 51,420# 6/18/10 PRICE BASIS \$1.71 UNDER CBOT CBOT=\$4.62	\$2.91	\$2493.87

pd 6-30-10  
# 56492

0.00  
2,493.87 +  
454.94 +  
400.53 +  
2,315.71 +  
5,003.05 \*

**Check No:****Total Invoice Amount** \$2,493.87**Payment Received** 0.00**TOTAL** \$2,493.87

A finance charge equal to 1 1/2 % per month (18% APR) will be charged on all invoices more than 30 days past due.

# Mitchel Enterprises Corp

2529 E 150 N  
Bluffton, IN 46714  
Phone: (260) 353-1050

## Invoice

Invoice Number:  
**32787**  
Invoice Date:  
**Jun 24, 2010**  
Page:  
**1**

**Sold To:** UNTDPET23

UNITED PET  
PO BOX 250  
OSCEOLA, IN 46561

**Ship To:**

\*FRT-Poult(MI-Wapakoneta, Oh-Osc

574-674-5981

Customer ID		Customer PO		Payment Terms	
UNTDPET23		LT		Net 10 Days	
Sales Rep ID		Shipping		Ship Date	Due
IN		TRK/RON		Jun 17, 2010	Jul 4, 2010
Quantity	Item	Description		Unit Price	Extension
24.79	FRT	FREIGHT: POULTRY MEAL G. A. WINTZER, Wapakoneta, Oh LD#C86770 TKT#72254 49,580# to UNITED PET		\$16.50	\$409.04
1.00	FRT	21% FUEL SURCHARGE		\$85.90	\$85.90

**Check No:**

<b>Total Invoice Amount</b>	<b>\$494.94</b>
<b>Payment Received</b>	<b>0.00</b>
<b>TOTAL</b>	<b>\$494.94</b>

A finance charge equal to 1 1/2 % per month (18% APR) will be charged on all invoices more than 30 days past due.

UPF001736

86775

Carrier's No. \_\_\_\_\_

at \_\_\_\_\_, date \_\_\_\_\_ from \_\_\_\_\_

University of Portland  
OSCEOLA IN Zip

GA WINTZER  
WPAKONSTANT  
MITCHELL Zip

Sc H/9, 10, 11, 12, 13, 14, 15

U.S. DOT Hazard  
Reg. Number

Zip:

☐ Prepaid ☐ Collect

Monitored all times the Hazardous Material is in transportation  
including storage incidental to transportation (172.604).

1

## TERMS AND CONDITIONS

By giving the carrier the property described in this bill of lading (the "Property"), you agree to all of the terms of this bill of lading.

### Section 1 Limitations of Liability

- (a) The carrier or party in possession of the Property shall be liable as at common law for any loss of or damage to such Property, except as hereinafter provided.
- (b) The carrier shall not be liable for loss of, damage to or delay in delivery of the Property:
  - (i) caused by an act of God, the public enemy, the authority of law, or any act or default by you and/or the owner of the Property, or for natural shrinkage.
  - (ii) occurring while the Property is stopped and held in transit at your request or that of any other party entitled to make such request.
  - (iii) resulting from a defect or vice in the Property, or from riots or strikes.
- (c) To the extent permitted under the Garmark Amendment, the liability of the carrier for the Property may be limited to a value established by written or electronic declaration by you or by written agreement between the carrier and you. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

### Section 2 Filing of Claims

- (a) Claims against the carrier for loss of or damage to the Property must be filed in writing with the carrier issuing this bill of lading within nine months after delivery of the Property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. All causes of action must be instituted within two years following the date when written notice is given by the carrier to you that the carrier has disallowed the claim or any part or parts thereof specified in the notice. If your claim or action is not filed or instituted properly in accordance with the foregoing provisions, the carrier shall not be liable, and such claims may not be paid.
- (b) The carrier shall have the full benefit of any insurance that may have been effected upon or on account of the Property in the event that the carrier is liable for loss of or damage to the Property.

### Section 3 Method of Transportation

Except as expressly agreed in writing by the parties to this bill of lading, the carrier is not bound to transport the Property by any particular motor vehicle, or in time for any particular market or otherwise than with reasonable dispatch. The carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination.

### Section 4 Responsibility for Property

- (a) If the Property is not removed by the party entitled to receive it within the free time allowed by tariffs or classifications upon which the rate is based, (such free time to be computed as therein provided), the carrier may notify the receiving party of the arrival of the Property at the destination or at the port of export (if intended for export). The carrier, in its discretion, may store the Property in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner. The stored Property will be subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. The carrier's responsibility shall be that of a warehouseman only.
- (b) Except as provided in subparagraph 4(c) below, if the Property is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the Property at public auction to the highest bidder, at such place as may be designated by the carrier. Prior to any such sale, the carrier shall use commercially reasonable efforts to notify you that the Property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if you do not arrange for an alternative disposition.

- (c) If the Property is perishable and is refused by the consignee or party entitled to receive it at the destination location, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Prior to selling the Property, the carrier shall use commercially reasonable efforts to notify you of the refusal of the Property or the failure to receive it, and request instructions regarding disposition of the Property.
- (d) If the procedure described in subsection (b) and (c) is not commercially reasonable, the carrier may, at its option, sell the Property under such circumstances and in such manner as may be authorized by law.
- (e) The carrier shall apply the proceeds of any sale made under this section to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense. If following payment of the proceeds there is a balance, such balance shall be paid to the owner of the Property sold hereunder.
- (f) If you elect the carrier to deliver the Property to a location where there is no regularly appointed freight agent, the carrier shall not be liable for any loss or damage to Property occurring at such location after the Property has been unloaded at such location.

### Section 5 Valuable Items

- (a) The carrier's liability in connection with the Property is limited to the lesser of the amount of your actual damages or the declared value stipulated by the carrier on the face of this bill of lading plus any freight charges paid by you.
- (b) The carrier shall not be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

### Section 6 Joint Liability for Hazardous Goods

You, and if you are an agent, any owner of the Property, shall be jointly and severally liable for and indemnify the carrier against all loss or damage caused by the shipment of explosives, dangerous or hazardous goods, without giving prior written notice to the carrier of their nature. At the discretion of the carrier, any such goods may be warehoused at your and the owner's risk and expense or destroyed without compensation.

### Section 7 Freight Charges and Payment

- (a) You are primarily responsible for the freight and all other lawful charges, unless you stipulate in writing in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier makes delivery without requiring such payment. If you provide erroneous information that results in the shipment being reclassified or diverted to a location other than the location identified in the original bill of lading, you shall be liable for such additional charges. The respective liability of you and the consignee for additional charges provided for herein shall be pursuant to 49 U.S.C. § 13708.
- (b) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of charges at time of shipment. If upon inspection the carrier determines that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

### Section 8 Effect of Shipper Signature

If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

### Section 9 Transport by Water

If all or any part of the Property is carried by water over any part of said route, and any loss of or damage to the Property occurs while it is in the custody of the carrier providing the water carriage, the liability of such carrier shall be determined by that carrier's bill of lading and by the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all of the terms and provisions of, and all the exemptions from liability contained in the Harter Act or the Carriage of Goods By Sea Act, as applicable.

Phone 419-739-4900 or 800-331-1801

**G. A. WINTZER & SON CO.** TRUCKER  
WAPAKONETA, OHIO 45895

Weight Ticket No. **72354**

Date **6-17-10**

10725 Scale 70 06/17/2010 09:12PM


SS 29300 lb (102112)

10725 Scale 71 06/17/2010 09:12PM

SS 77800 lb

RE 29300 lb (102112)

T 49580 lb



Name United Auto

Driver ☒ ON ☐ OFF Scale

Commodity Poultry Meats

Contract No. \_\_\_\_\_ P.O. No. \_\_\_\_\_

Factory Ticket No. 186770

Hauled By SCHMIDTKE

Truck/trailer No. 107-25

Gross Weighed By E. Huelshorn WEIGHMASTER

Tare Weighed By E. Huelshorn WEIGHMASTER

SHIP WITH THIS ORDER Carbon, and retained by the Agent

Shipper's No. 86770

Carrier, MITCHEL ENTERPRISES - BLUFFTON, IN SCAC Carrier's No. \_\_\_\_\_

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable; otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request; and all applicable state and federal regulations;

date \_\_\_\_\_ from \_\_\_\_\_

The Property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and delivered as indicated below which said company (the vessel company being understood throughout this document as meaning any person or corporation in possession of the property under the contract) agrees to carry to delivery at said destination, if in its route, or otherwise to deliver to another carrier on this route to said destination; this mutually agreed to said carrier of all or any of said Property over by any portion of said route is declared and as to each party at any time interested in all or any of said Property that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether public or private, hereto printed, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his agents.

TO: Consignee UNIVERSITY FROM: Shipper GAWINTZ  
Street OSCEOLA Street WARR KONTAK  
Destination Zip Origin MITCHEL Zip

Route SCHLIMMER

Delivering Carrier SCHLIMMER Vehicle Number 107-25 U.S. DOT Hazardous Material Number

Number and type of Packages	Description of Articles	Total Quantity (must show volume or weight)	Weight (must show volume or weight)	Class of Rate
1	HOOD POULTRY MEAT	49.58 LBS		

Remit COD to: Address: City: State: Zip: Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

COD AMT: \$ TOTAL CHARGES: \$

COD FEE: Prepaid ☐ Collect ☐ FREIGHT CHARGES: Prepaid ☐ Collect ☐

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ Per \_\_\_\_\_ (Signature of Consignor)

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14705(a)(1)(A) and (B). This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per \_\_\_\_\_

SHIPPER: \_\_\_\_\_ CARRIER: MITCHEL ENTERPRISES  
PER: \_\_\_\_\_ DATE: 6-18-08 PER: \_\_\_\_\_ DATE: \_\_\_\_\_

EMERGENCY RESPONSE TELEPHONE NUMBER: ( ) Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

10-BLS-A3 489  
(Rev. 1/07)

2

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

## TERMS AND CONDITIONS

By giving the carrier the property described in this bill of lading (the "Property"), you agree to all of the terms of this bill of lading.

### Section 1 Limitations of Liability

- (a) The carrier or party in possession of the Property shall be liable as at common law for any loss of or damage to such Property, except as hereinafter provided.
- (b) The carrier shall not be liable for loss of, damage to or delay in delivery of the Property:
  - (i) caused by an act of God, the public enemy, the authority of law, or any act or default by you and/or the owner of the Property, or for natural shrinkage,
  - (ii) occurring while the Property is stopped and held in transit at your request or that of any other party entitled to make such request,
  - (iii) resulting from a defect or vice in the Property, or from riots or strikes.
- (c) To the extent permitted under the Carmack Amendment, the liability of the carrier for the Property may be limited to a value established by written or electronic declaration by you or by written agreement between the carrier and you. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

### Section 2 Filing of Claims

- (a) Claims against the carrier for loss of or damage to the Property must be filed in writing with the carrier, leaving this bill of lading, within nine months after delivery of the Property for, in case of export traffic, within nine months after delivery at port of export or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. All causes of action must be instituted within two years following the date when written notice is given by the carrier to you that the carrier has disallowed the claim or any part or parts thereof specified in the notice. If your claim or action is not filed or instituted properly in accordance with the foregoing provisions, the carrier shall not be liable, and such claims may not be paid.
- (b) The carrier shall have the full benefit of any insurance that may have been effected upon or on account of the Property in the event that the carrier is liable for loss of or damage to the Property.

### Section 3 Method of Transportation

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### Section 4 Responsibility for Property

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- (c) If the Property is perishable and is refused by the consignee or party entitled to receive it at the destination location, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Prior to selling the Property, the carrier shall use commercially reasonable efforts to notify you of the refusal of the Property or the failure to receive it, and request instructions regarding disposition of the Property.
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### Section 5 Valuable Items

- (a) The carrier's liability in connection with the Property is limited to the lesser of the amount of your actual damages or the declared value stipulated by the carrier on the face of this bill of lading plus any freight charges paid by you.
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### Section 6 Joint Liability for Hazardous Goods

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### Section 7 Freight Charges and Payment

- (a) You are primarily responsible for the freight and all other lawful charges, unless you stipulate in writing in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier makes delivery without requiring such payment. If you provide erroneous information that results in the shipment being reclassified or diverted to a location other than the location identified in the original bill of lading, you shall be liable for such additional charges. The respective liability of you and the consignee for additional charges provided for herein shall be pursuant to 49 U.S.C. § 13705.
- (b) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of charges at time of shipment. If upon inspection the carrier determines that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

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# Mitchel Enterprises Corp

2529 E 150 N  
Bluffton, IN 46714  
Phone: (260) 353-1050

## Invoice

Invoice Number:

32770

Invoice Date:

Jun 23, 2010

Page:

1

Sold To: UNIDPET23

UNITED PET  
PO BOX 250  
OSCEOLA, IN 46561

Ship To:

\*FRT-PoultMl-Wapakoneta, Oh-Osc

574-674-5981

Customer ID		Customer PO		Payment Terms	
UNIDPET23		LT		Net 10 Days	
Sales Rep ID		Shipping		Ship Date	Due
IN		TRK/DALE		Jun 15, 2010	Jul 3, 2010
Quantity	Item	Description		Unit Price	Extension
24.97	FRT	FREIGHT: POULTRY MEAL G. A. WINTZER, Wapakoneta, Oh LD#86733 TKT#85722 49,940# to UNITED PET		\$16.50	\$412.01
1.00	FRT	21% FUEL SURCHARGE		\$86.52	\$86.52

Check No:

Total Invoice Amount \$498.53

Payment Received 0.00

TOTAL \$498.53

A finance charge equal to 1 1/2 % per month (18% APR) will be charged on all invoices more than 30 days past due.

UPF001742



# TERMS AND CONDITIONS

By giving the carrier the property described in this bill of lading (the "Property"), you agree to all of the terms of this bill of lading.

## Section 1 Limitations of Liability

- (a) The carrier or party in possession of the Property shall be liable as at common law for any loss of or damage to such Property, except as hereinafter provided.
- (b) The carrier shall not be liable for loss of, damage to or delay in delivery of the Property:
  - (i) caused by an act of God, the public enemy, the authority of law, or any act or default by you and/or the owner of the Property, or for natural shrinkage.
  - (ii) occurring while the Property is stopped and held in transit at your request or that of any other party entitled to make such request.
  - (iii) resulting from a defect or vice in the Property, or from riots or strikes.
- (c) To the extent permitted under the Carmack Amendment, the liability of the carrier for the Property may be limited to a value established by written or electronic declaration by you or by written agreement between the carrier and you. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

## Section 2 Filing of Claims

- (a) Claims against the carrier for loss of or damage to the Property must be filed in writing with the carrier issuing this bill of lading within nine months after delivery of the Property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. All causes of action must be instituted within two years following the date when written notice is given by the carrier to you that the carrier has disallowed the claim or any part or parts thereof specified in the notice. If your claim or action is not filed or instituted properly in accordance with the foregoing provisions, the carrier shall not be liable, and such claims may not be paid.
- (b) The carrier shall have the full benefit of any insurance that may have been effected upon or on account of the Property in the event that the carrier is liable for loss of or damage to the Property.

## Section 3 Method of Transportation

Except as expressly agreed in writing by the parties to this bill of lading, the carrier is not bound to transport the Property by any particular motor vehicle, or in time for any particular market or otherwise than with reasonable dispatch. The carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination.

## Section 4 Responsibility for Property

- (a) If the Property is not removed by the party entitled to receive it within the free time allowed by tariffs or classifications upon which the rate is based, (such free time to be computed as therein provided), the carrier may notify the receiving party of the arrival of the Property at the destination or at the port of export (if intended for export). The carrier, in its discretion, may store the Property in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner. The stored Property will be subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. The carrier's responsibility shall be that of a warehouseman only.
- (b) Except as provided in subparagraph 4(c) below, if the Property is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the Property at public auction to the highest bidder, at such place as may be designated by the carrier. Prior to any such sale, the carrier shall use commercially reasonable efforts to notify you that the Property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if you do not arrange for an alternative disposition.

- (c) If the Property is perishable and is refused by the consignee or party entitled to receive it at the destination location, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier, may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Prior to selling the Property, the carrier shall use commercially reasonable efforts to notify you of the refusal of the Property or the failure to receive it, and request instructions regarding disposition of the Property.
- (d) If the procedure described in subsection (b) and (c) is not commercially reasonable, the carrier may, at its option, sell the Property under such circumstances and in such manner as may be authorized by law.
- (e) The carrier shall apply the proceeds of any sale made under this section to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense. If following payment of the preceding there is a balance, such balance shall be paid to the owner of the Property sold hereunder.
- (f) If you direct the carrier to deliver the Property to a location where there is no regularly appointed freight agent, the carrier shall not be liable for any loss or damage to Property occurring at such location after the Property has been unloaded at such location.

## Section 5 Valuable Items

- (a) The carrier's liability in connection with the Property is limited to the lesser of the amount of your actual damages or the declared value stipulated by the carrier on the face of this bill of lading plus any freight charges paid by you.
- (b) The carrier shall not be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

## Section 6 Joint Liability for Hazardous Goods

You, and if you are an agent, any owner of the Property, shall be joint and severally liable for and indemnify the carrier against all loss or damage caused by the shipment of explosives, dangerous or hazardous goods, without giving prior written notice to the carrier of their nature. At the discretion of the carrier, any such goods may be warehoused at your and the owner's risk and expense or destroyed without compensation.

## Section 7 Freight Charges and Payment

- (a) You are primarily responsible for the freight and all other lawful charges, unless you stipulate in writing in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier makes delivery without requiring such payment. If you provide erroneous information that results in the shipment being reclassified or diverted to a location other than the location identified in the original bill of lading, you shall be liable for such additional charges. The respective liability of you and the consignee for additional charges provided for herein shall be pursuant to 49 U.S.C. § 14702.
- (b) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of charges at time of shipment. If upon inspection the carrier determines that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

## Section 8 Effect of Shipper Signature

If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

## Section 9 Transport by Water

If all or any part of the Property is carried by water over any part of said route, and any loss of or damage to the Property occurs while it is in the custody of the carrier providing the water carriage, the liability of such carrier shall be determined by that carrier's bill of lading and by the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all of the terms and provisions of, and all the exemptions from liability contained in the Harter Act or the Carriage of Goods By Sea Act, as applicable.



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- (c) To the extent permitted under the Carmack Amendment, the liability of the carrier for the Property may be limited to a value established by written or electronic declaration by you or by written agreement between the carrier and you. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

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- (a) You are primarily responsible for the freight and all other lawful charges, unless you stipulate in writing in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier makes delivery without requiring such payment. If you provide erroneous information that results in the shipment being reconsigned or diverted to a location other than the location identified in the original bill of lading, you shall be liable for such additional charges. The respective liability of you and the consignee for additional charges provided for herein shall be pursuant to 49 U.S.C. § 13708.
- (b) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of charges at time of shipment. If upon inspection the carrier determines that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

### Section 8 Effect of Shipper Signature

If this bill of lading is issued on the order of the shipper, or his agent, in exchange for or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

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If all or any part of the Property is carried by water over any part of said route, and any loss of or damage to the Property occurs while it is in the custody of the carrier providing the water carriage, the liability of such carrier shall be determined by that carrier's bill of lading and by the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all of the terms and provisions of, and all the exemptions from liability contained in the Harter Act or the Carriage of Goods By Sea Act, as applicable.

Phone 419-732-4900 or 800-331-1801

**G. A. WINTZER & SON CO.**  
WAPAKONETA, OHIO 45895

7509 Scale 41 1471000 5-1-09

05 20300 16 1471000

7509 Scale 41 1471000 5-1-09

05 70200 1

RE 20300 16 1471000

T 45000 1

TRUCKER

Weight Ticket No. **85122**

Date **6-15-10**

Name United Pet

Driver ON OFF Scale

Commodity Feeding meal

Contract No. \_\_\_\_\_ P.O. No. \_\_\_\_\_

Factory Ticket No. 86733

Hauled By Hanson Trucking

Truck/Trailer No. 75-09

Gross Weighed By Chad Fisher WEIGHMASTER

Tare Weighed By Chad Fisher WEIGHMASTER

Carbon, and retained by the Agent.

Shipper's No. 2219

Carrier's Name: Bluffton Trucking, Inc.

Carrier's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

at Bluffton, IN (Date) 5/11/10

FROM Mitchel Enterprise Corp.

The property described below, is received good order, except as noted (contents and condition of contents of packages unexamined, marked, counted, and checked as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or route, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and, as to each party, if any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading as such (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address for purposes of notification only.)

Consigned TO United Pet

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

-Destination Street Elkhart City

County Indiana State Zip

Route Delivery Address\*

(\*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier Car or Vehicle Initials and No.

Collect on Delivery \$ And Remit to

No. Packages	HTM	Kind of Package, Description of Articles, Special Marks, and Exceptions	Weight (Subject to Correction)	Class or Rate	Check Column
		Wheat			
			77740		
			26280		
			51460		

\*If the shipment covers two parts by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

Mitchel Enterprise Corp. Shipper, Per

Permanent post-office address of shipper, Bluffton, IN

Subject to Section 7 of conditions. If this shipment is to be delivered to the consignee without payment on the consignee, the consignee shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignee)

C. O. D. Charges to be

Paid by  
☐ Shipper ☐ Consignee

If charges are to be prepaid, write or stamp here, "To be prepaid."

Received \$ to apply  
in payment of the charges on the property described herein.

Agent or Cashier

For  
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

\*The first conditions used for this shipment conform to the specifications set forth in the last maker's conditions thereto, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 2 of the National Motor Freight Classification.  
(Shipper's liability in loss of storage not a part of this Bill of Lading approved by the Interstate Commerce Commission.)

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

2

**Mitchel Enterprises Corp**

2529 E 150 N  
Bluffton, IN 46714  
Phone: (260) 353-1050

**Invoice**

Invoice Number:  
**32617**  
Invoice Date:  
**Jun 16, 2010**  
Page:  
**1**

**Sold To:** UNTDPET23

UNITED PET  
PO BOX 250  
OSCEOLA, IN 46561

**Ship To:**

705--OSCEOLA, IN

574-674-5981

Customer ID		Customer PO	Payment Terms	
UNTDPE23		MEC 4495	Net 10 Days	
Sales Rep ID		Shipping	Ship Date	Due
IN		TRK/AIRGOOD	Jun 11, 2010	Jun 26, 2010
Quantity	Item	Description	Unit Price	Extension
857.67	705	WHEAT SCREENINGS  51,460# 6/11/10  PRICE BASIS \$1.71 UNDER CBOT CBOT=\$4.41	\$2.70	\$2315.71

**Check No:**

<b>Total Invoice Amount</b>	<b>\$2,315.71</b>
<b>Payment Received</b>	<b>0.00</b>
<b>TOTAL</b>	<b>\$2,315.71</b>

A finance charge equal to 1 1/2 % per month (18% APR) will be charged on all invoices more than 30 days past due.

UPF001749



**Mitchel Enterprises Corp**

2529 E 150 N  
Bluffton, IN 46714  
Phone: (260) 353-1050

**Invoice**

Invoice Number:

**32894**

Invoice Date:

**Jun 30, 2010**

Page:

1

**Sold To:** UNTDPET23

UNITED PET  
PO BOX 250  
OSCEOLA, IN 46561

**Ship To:**

\*FRT-PoultMI-Wapakoneta, Oh-Osc

574-674-5981

Customer ID		Customer PO		Payment Terms	
UNTDPET23		LT		Net 10 Days	
Sales Rep ID		Shipping		Ship Date	Due
IN		TRK/CHAD		Jun 23, 2010	Jul 10, 2010
Quantity	Item	Description		Unit Price	Extension
25.26	FRT	FREIGHT: POULTRY MEAL G. A. WINTER, Wapakoneta, Oh LD#80805 TKT#72288 50,520# to UNITED PET		\$16.50	\$416.79
1.00	FRT	21% FUEL SURCHARGE		\$87.53	\$87.53

pd 7-8-10  
# 56513

D. C

.....  
504.32  
2,477.39  
2,981.91

**Check No:****Total Invoice Amount** \$504.32**Payment Received** 0.00**TOTAL** \$504.32

A finance charge equal to 1 1/2 % per month (18% APR) will be charged on all invoices more than 30 days past due.



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Phone 419-733-1200 or 800-331-1801

**G. A. WINTZER & SON CO.**  
WAPAKONETA, OHIO 45895

TRUCKER

Weight Ticket No. 72288

Date June 23 2010

Name Harold Pol

Driver ON OFF Scale

Commodity Poultry meat

Contract No. \_\_\_\_\_ P.O. No. \_\_\_\_\_

Factory Ticket No. 82805

Hauled By Schlenger Farms

Truck/Trailer No. 102 21

Gross Weighed By Chad Fisher

Tare Weighed By Chad Fisher WEIGHMASTER

## THIS SHIPPING ORDER

must be legibly filled in, in ink, in indelible pencil, or in  
Carbon, and retained by the Agent

Shipper's No. \_\_\_\_\_

Carrier MITCHEL ENTERPRISES - BLUFFTON, IN SCAC \_\_\_\_\_

Carrier's No. \_\_\_\_\_

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request; and all applicable state and federal regulations;

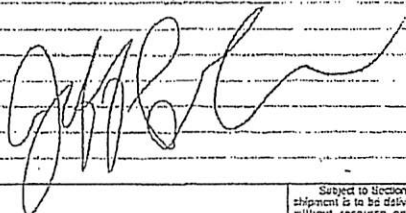
at \_\_\_\_\_, date 6-23-2010 from \_\_\_\_\_

The Property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to delivery at said destination, if on its route, or otherwise to deliver to another carrier on the route to said destination, it is mutually agreed as to each carrier of all or any of said Property over all or any portion of said route to destination and as to each party at any time interested in all or any of said Property that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and acceptor (if known) and his consignee.

TO: UNHEC PET FOOD  
Consignee  
Street  
Destination ELHART IN Zip \_\_\_\_\_FROM: G.A. WILTZER  
Shipper  
Street  
Origin 1.0000000000000000 Zip \_\_\_\_\_

Route \_\_\_\_\_

Delivering Carrier SCHLIMMELVehicle Number 10215F24U.S. DOT Hazardous  
Material

Number and Type of Packages	HM	Description of Articles	Total Quantity (mass, volume, or weight)	Weight (subject to correction)	Class or Rate
17 1/2		<u>POULTRY MEAL</u> 	<u>50.520</u>		

Remit COD to:

Address:

City:

State:

Zip:

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ Per \_\_\_\_\_

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

COD AMT:

\$

COD FEE:

Prepaid ☐Collect ☐

TOTAL CHARGES:

\$

FREIGHT CHARGES:

☐ Prepaid ☐ Collect

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(e)(1)(A) and (B).

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. For \_\_\_\_\_

SHIPPER:

CARRIER: MITCHEL ENTERPRISES

PER:

DATE:

PER:

DATE:

EMERGENCY RESPONSE

TELEPHONE NUMBER: ( ) \_\_\_\_\_

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

10-BLS-A3 489  
(Rev. 1/07)

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Agent must detach and retain this Shipping Order and must sign the Original BW of Lading.

UPF001754

## TERMS AND CONDITIONS

By giving the carrier the property described in this bill of lading (the "Property"), you agree to all of the terms of this bill of lading.

### Section 1 Limitations of Liability

- (a) The carrier or party in possession of the Property shall be liable as at common law for any loss of or damage to such Property, except as hereinafter provided.
- (b) The carrier shall not be liable for loss of, damage to or delay in delivery of the Property:
  - (i) caused by an act of God, the public enemy, the authority of law, or any act or default by you under the owner of the Property, or for natural shrinkage,
  - (ii) occurring while the Property is stopped and held in transit at your request or that of any other party entitled to make such request,
  - (iii) resulting from a defect or vice in the Property, or from riots or strikes.
- (c) To the extent permitted under the Carmack Amendment, the liability of the carrier for the Property may be limited to a value established by written or electronic declaration by you or by written agreement between the carrier and you. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

### Section 2 Filing of Claims

- (a) Claims against the carrier for loss of or damage to the Property must be filed in writing with the carrier bearing this bill of lading within nine months after delivery of the Property (or, in case of export traffic, within nine months after delivery of part of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. All causes of action must be instituted within two years following the date when written notice is given by the carrier to you that the carrier has disallowed the claim or any part or parts thereof specified in the notice. If your claim or action is not filed or instituted properly in accordance with the foregoing provisions, the carrier shall not be liable, and such claims may not be paid.
- (b) The carrier shall have the full benefit of any insurance that may have been effected upon or on account of the Property in the event that the carrier is liable for loss of or damage to the Property.

### Section 3 Method of Transportation

Except as expressly agreed in writing by the parties to this bill of lading, the carrier is not bound to transport the Property by any particular motor vehicle, or in line for any particular market or otherwise than with reasonable dispatch. The carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination.

### Section 4 Responsibility for Property

- (a) If the Property is not removed by the party entitled to receive it within the free time allowed by tariffs or classifications upon which the rate is based, (such free time to be computed as therein provided), the carrier may notify the receiving party of the arrival of the Property at the destination or at the port of export (if intended for export). The carrier, in its discretion, may store the Property in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner. The stored Property will be subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. The carrier's responsibility shall be that of a warehouseman only.
- (b) Except as provided in subparagraph 4(c) below, if the Property is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the Property at public auction to the highest bidder, at such place as may be designated by the carrier. Prior to any such sale, the carrier shall use commercially reasonable efforts to notify you that the Property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if you do not arrange for an alternative disposition.

- (c) If the Property is perishable and is refused by the consignee or party entitled to receive it at the destination location, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier, may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Prior to selling the Property, the carrier shall use commercially reasonable efforts to notify you of the refusal of the Property or the failure to receive it, and request instructions regarding disposition of the Property.
- (d) If the procedure described in subsection (b) and (c) is not commercially reasonable, the carrier may, at its option, sell the Property under such circumstances and in such manner as may be authorized by law.
- (e) The carrier shall apply the proceeds of any sale made under this section to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense. If following payment of the preceding there is a balance, such balance shall be paid to the owner of the Property sold hereunder.
- (f) If you direct the carrier to deliver the Property to a location where there is no regularly appointed freight agent, the carrier shall not be liable for any loss or damage to Property occurring at such location after the Property has been unloaded at such location.

### Section 5 Valuable Items

- (a) The carrier's liability in connection with the Property is limited to the lesser of the amount of your actual damages or the declared value stipulated by the carrier on the face of this bill of lading plus any freight charges paid by you.
- (b) The carrier shall not be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically noted in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

### Section 6 Joint Liability for Hazardous Goods

You, and if you are an agent, any owner of the Property, shall be joint and severally liable for and indemnify the carrier against all loss or damage caused by the shipment of explosives, dangerous or hazardous goods, without giving prior written notice to the carrier of their nature. At the discretion of the carrier, any such goods may be warehoused at your and the owner's risk and expense or destroyed without compensation.

### Section 7 Freight Charges and Payment

- (a) You are primarily responsible for the freight and all other lawful charges, unless you stipulate in writing in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier makes delivery without requiring such payment. If you provide erroneous information that results in the shipment being reclassified or diverted to a location other than the location identified in the original bill of lading, you shall be liable for such additional charges. The respective liability of you and the consignee for additional charges provided for herein shall be pursuant to 49 U.S.C. § 13703.
- (b) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of charges at time of shipment. If upon inspection the carrier determines that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

### Section 8 Effect of Shipper Signature

If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

### Section 9 Transport by Water

If all or any part of the Property is carried by water over any part of said route, and any loss of or damage to the Property occurs while it is in the custody of the carrier providing the water carriage, the liability of such carrier shall be determined by that carrier's bill of lading and by the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all of the terms and provisions of, and all the exemptions from liability contained in the Harter Act or the Carriage of Goods By Sea Act, as applicable.